- Steve Donahey
  Deputy Clerk

SUPPLEMENTAL AGENDA

January 11, 2011

ALACHUA COUNTY COMMISSION MEETING
COUNTY ADMINISTRATION BUILDING
12 SOUTHEAST FIRST STREET
ROOM 209

ITEM TO BE PULLED FROM THE AGENDA

- ***ITEM # 11:*** *Presentation from MWW Group: Alachua County's 2011 Federal Program and 2012 Legislative Program, pulled as Legislative flights were cancelled due to the weather*

- ***ITEM # 13:*** *Diversity, Inclusion, and Workforce Development Framework and Implementation Plan presentation, per Chair Pinkoson*

UPDATED BACKUP FOR ITEM ON REGULAR AGENDA

- ***ITEM # 15:*** *Purchase of (2) Southwest Properties, per Elmira Warren, (see updated documents attached)*

ITEM TO BE ADDED TO THE MANAGER'S REPORT

- *Authorization for Chair Letter to U.S. EPA regarding Beazer dioxin soil test results, per Chris Bird (see 2 attached letters)*

January 11, 2011 Regular BOCC Meeting
Agenda Item #6

Title
Length of Service Pin Recipients (Amended)

Amount
N/A

Description
Request to recognize County Employees who have reached a Length of Service or Career Milestone in December, 2010.

Recommendation
Recognize County Employees that have reached a Length of Service or Career Milestone in December, 2010.

Alternative(s)
Do not Recognize County Employees that have reached a Length of Service or Career Milestone in December, 2010.

Requested By
Kim Baldry, 374-5219

Originating Department
Administrative Services/Human Resources

Attachment(s) Description
List of Employees who have reached a Length of Service or Career Milestone in December, 2010

Documents Requiring Action
N/A

Executive Summary
N/A

Background
The County recognizes all employees who have reached a milestone year of service (5, 10, 15, 20, 25, 30, 35 or 40) at an annual awards ceremony following the year the milestone year of service was attained. Also recognized at that event are employees who have achieved outstanding or exemplary attendance for the previous calendar year. In an effort to provide a timely recognition of employees who have reached a milestone year of service, we are recognizing the employees on the attached list who reached their milestone year in December of 2010. These employees will be invited to the Annual Employee Recognition Ceremony to be held in 2011 where they will be presented with a certificate attesting to their length of service, as well as any other recognition mementos presented to employees attaining that milestone year of service. The County also wishes to recognize employees who have recently achieved a career milestone in their field. These employees and their achievements will be introduced by their respective Department Directors.

Issues
Providing Length of Service Pins is a form of employee recognition that contributes to increased morale. Failure to recognize and show appreciation for employees may result in a decrease in morale and overall efficiency.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: December 10 emp.pdf

LENGTH OF SERVICE PINS
MILESTONE YEAR OF SERVICE REACHED
December, 2010

5 Years

Community Support Services:	**Ranee Soohoo**
Environmental Protection:	**Kelly McPherson**
Public Works:	**Teresa Kendall**

10 Years

Community Support Services:	**Marie Small**
Public Works:	**Eric Ferguson**

15 Years

Administrative Services:	**Daniel Bass**
County Manager's Office:	**Jana Powell** **Richelle Sucara**
Public Works:	**Robert Wigglesworth**

25 Years

Court Services:	**Bernice McCoy**

January 11, 2011 Regular BOCC Meeting
Agenda Item #7

Title
Gainesville/Alachua County Cultural Affairs Board: Appointments (Amended)

Amount
N/A

Description
Consider the appointment of three citizens to the Gainesville/Alachua County Cultural Affairs Board.

Recommendation
Appoint three citizens to vacancies on the Gainesville/Alachua County Cultural Affairs Board, all with terms ending September 2013.

Alternative(s)
N/A

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, attendance roster, membership roster, applications.

Documents Requiring Action
N/A

Executive Summary
The Gainesville/Alachua County Cultural Affairs Board has three citizen-at-large vacancies, and six citizens have applied.

Background
The Gainesville/Alachua County Cultural Affairs Board was created by the City of Gainesville in 1960 (Chapter 2, Article V, Division 3 of the Gainesville Code of Ordinances). It is comprised of 15 members serving three-year terms. Five of the members are appointed by Alachua County. The Cultural Affairs Board advises the City and County Commissions in the promotion of fine arts, literary arts, performing arts and crafts, develops local arts resources, and assists in the planning and implementation of community arts involvement in and around the City of Gainesville and Alachua County. Citizen-at-large – appoint THREE to terms ending September 2013: 1) Lauren Lake; 2) Sheldon Packer (served 1 term, attendance satisfactory); 3) Hal Rhinesmith (currently serving on the Recreation & Open Space Committee, attendance satisfactory); 4) David Ruiz; 5) Stephan Tuchman (currently serving on the CAPP Board, attendance satisfactory); 6) Parker Van Hart (served 1 term, attendance satisfactory).

Issues
Although the founding legislation does not require the County to choose applicants from outside of the Gainesville city limits, it may be of interest that only one of the addresses supplied is not inside Gainesville: Mr. Tuchman, 6538 NW 50th Lane.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Packer S.pdf
Attachment: RhinesmithH.pdf
Attachment: LakeL with CV.pdf
Attachment: RuizD with Resume.pdf
Attachment: TuchmanS.pdf
Attachment: Van HartP.pdf
Attachment: Cultural Affairs Board Membership.pdf
Attachment: CAB Attendance.pdf
Attachment: Cultural Affairs Tally Sheet.pdf

COMMITTEE: Gainesville/Alachua County Cultural Affairs Board 01/11/11

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Citizens-at-large – appoint THREE members, all to terms ending September 2013:					
Lauren Lake	✓	✓	✓	✓	✓
Sheldon Packer (served 1 term, attendance satisfactory) Present	✓	✓	✓	✓	✓
Hal Rhinesmith (currently serving on the Recreation & Open Space Advisory Committee, attendance satisfactory)					
David Ruiz					
Stephan Tuchman (currently serving on the CAPP Board, attendance satisfactory)					
Parker Van Hart (served 1 term, attendance satisfactory)	✓	✓	✓	✓	✓

COMMITTEE: Gainesville/Alachua County Cultural Affairs Board 01/11/11

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Citizens-at-large – appoint THREE members, all to terms ending September 2013:					
Lauren Lake					
Sheldon Packer (served 1 term, attendance satisfactory)					
Hal Rhinesmith (currently serving on the Recreation & Open Space Advisory Committee, attendance satisfactory)					
David Ruiz					
Stephan Tuchman (currently serving on the CAPP Board, attendance satisfactory)					
Parker Van Hart (served 1 term, attendance satisfactory)					

Gainesville/Alachua County Cultural Affairs Board

3 year terms

STAFF: John Pricher - (352) 374-5260
STAFF: Margie Roland - (352) 393-8358

NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 10/1/2007 Previous member: Clarke , Yvette - Term Expired 9/30/2010 Category: Citizen-at-Large		9/30/2013		County
Carol M Velasques Jackson Appt Date: 1/26/2010 Previous member: Dickison , Sheila - Term Expired Category: Citizen-at-Large	1506 NE 28 Avenue Gainesville, 32609 (h)(352) 672-2122 (w)(352) 672-2122 cvelasquesnow@yahoo.com	10/31/2012	1	County
Shelia Dickison Appt Date: 10/1/2010 Previous member: White, Ms. Lauria - Removal for Attendance Category: Citizen-at-Large	3000 NW 66 Terrace Gainesville, FL 32606 (h)(352) 376-0300 (w)(352) 392-1519 doctord@ufl.edu	9/30/2013	2	County
VACANT Appt Date: 10/1/2010 Previous member: Parker Van Hart - Continues to serve Category: Citizen-at-Large	2217 NW 44th Place Gainesville, FL 32605 (h)(352) 384-9229 (w)(352) 317-6835 pvanhart@yahoo.com	9/30/2013	1	County
VACANT Appt Date: 10/1/2010 Previous member: Sheldon Packer - Continues to serve Category: Citizen-at-Large	5323 NW 35th Drive Gainesville, FL 32653 (h)(352) 870-8496 (w)(352) 870-8496 starwalker07@gmail.com	9/30/2013	1	County

Report Date: 10/19/2010 @ 2:57 PM

Gainesville/Alachua County Cultural Affairs Board
Staff Liaison: John Pricher, Margie Roland

Member	Position	Mbr Start	Mbr End	4/17/2010 5:30 PM	5/12/2010 5:30 PM	8/25/2010 5:30 PM	9/22/2010 5:30 PM	10/27/2010 5:30 PM	11/15/2010 5:30 PM	Meetings Attended
Clarke , Yvette	Citizen-at-Large	10/1/2007	9/30/2010	P	P	P	A	A	A	3 of 6
Dickison , Shelia	Citizen-at-Large	10/1/2010	9/30/2013	A	P	P	P	P	A	4 of 6
Packer , Sheldon	Citizen-at-Large	10/23/2007	9/30/2010	P	P	P	P	P	P	6 of 6
Van Hart, Parker	Citizen-at-Large	8/12/2008	9/30/2010	P	P	P	P	P	P	6 of 6
Velasques Jackson , Carol M	Citizen-at-Large	1/26/2010	10/31/2012	P	P	P	P	P	P	6 of 6

[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record]
[--=Member Not Active]

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:2827

Name of Advisory Board/Committee:
Gainesville/Alachua County Cultural Affairs Board

Applying For:
Citizen-at-Large

First Name:
Lauren

Middle Initial:
G

Last Name:
Lake

Suffix:
Mrs.

Address:
510 NE 6th Avenue

City:
Gainesville

Zip Code:
32601

E-Mail Address:
garberlake@hotmail.com

Home Phone:
352-374-0988

Work Phone:
352-256-2655

Ext:

Occupation:
Assistant Professor, School of Art and Art History

Place of Employment
University of Florida

Education:

M.F.A. University of Wisconsin
B.A., University of Florida (Art Education)

Professional Organizations:

College Art Association, Southern Graphics Council

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

7 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

AWARDS:

2009
TEACHER OF THE YEAR, College of Fine Arts, University of Florida

2008
COLLEGE OF FINE ARTS INTERNATIONAL EDUCATOR OF THE YEAR AWARD, Junior faculty, University of Florida
ARTIST ENHANCEMENT GRANT, Florida Division of Cultural Affairs
FELLOWSHIP, Ragdale Foundation

2007
EXCELLENCE IN TEACHING AWARD, Southeastern College Art Conference

SERVICE:
Service to the University
Member, Florida Art in State Buildings Committees Project #UF-273, 2008-2009
Project #UF-207, 2007-2008
Project #UF-214, 2006-2007
Project #UF-207, 2006-2007

Project #UF-134/136, 2004-2005
Project #UF-125, 2003-2004
Project #UF-120, 2003-2004

Service to the Profession & Community:
-Coordinator, Gainesville Hope House Benefit, Randy Batista Photography, 2009
-Juror, 28th Anniversary Downtown Art Show, City of Gainesville Department of Cultural Affairs, 2009 -Juror, Melbourne Arts Festival, Melbourne, FL, 2008
-Presenter, Westwood Middle School Career Day, Career Day, 2008
-Reviewer, Drawing from Observation, McGraw Hill, 2007
-Juror, Eau Gallie Arts Festival, Eau Gallie, FL, 2007 -Advisor, Down Home Gallery, Gainesville, FL, 2006-2007
-Member, Southern Graphics Council Print Manifesto Project, Kansas City, MO, 2007
-Director, Empty Bowls Project, raised $3,200 for Gainesville Harvest Food Bank, Gainesville, FL, 2007
-Member, American Heart Association Heart Ball Gallery Committee, Gainesville, FL, 2006-2007
-Invited Member, Review Committee, Alachua Conservation Trust, SW 5th Avenue Project, Gainesville, FL, 2006-2007
-Juror, Micanopy Community Council for the Arts Festival, 2005
-Director, Turn the Tide II Auction, Raised $30,000 for Hurricane Katrina Relief, Gainesville, FL, 2005
-Director, Turn the Tide Auction, Raised $20,000 for Tsunami Relief, Gainesville, FL, 2005
-Juror, 23rd Annual Downtown Festival and Art Show, Gainesville, FL, 2003
-Juror, For the Love of Art, New Port Riche

Training or Experience Related to the Appointment:

In my ten years of teaching and my 11 years (4 as a student at UF, seven as a faculty member) of living in Gainesville, I believe I would bring a unique perspective to the board.

What contributions do you feel you could make if you were selected for this board?

organizational, knowledge of contemporary art and craft, background in arts education, active community member, creative problem solving, interest in long term wellness of the arts in Gainesville

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

received
01-04-10

lauren garber lake

assistant professor
school of art & art history
university of florida

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lglake@arts.ufl.edu
www.laurengarberlake.com
352.273.3032

EDUCATION

1998
University of Wisconsin-Madison, MFA

1996
University of Florida, BA, Art Education

ACADEMIC TEACHING RECORD

2002-current
ASSISTANT PROFESSOR OF ART, *University of Florida, Gainesville, Florida*

2001-2002
ADJUNCT INSTRUCTOR OF ART, *Florida Metropolitan University, Tampa, Florida*

1998-2001
ASSISTANT PROFESSOR OF ART, *Beloit College, Beloit, Wisconsin*

AWARDS/ HONORS

2009
- TEACHER OF THE YEAR, *College of Fine Arts, University of Florida*

2008
- COLLEGE OF FINE ARTS INTERNATIONAL EDUCATOR OF THE YEAR AWARD Junior faculty, *University of Florida*
- ARTIST ENHANCEMENT GRANT, *Florida Division of Cultural Affairs*
- FELLOWSHIP, *Ragdale Foundation*
- AWARD, 28TH National Print Exhibition, *Artlink Contemporary*
- FINE ARTS SCHOLARSHIP ENHANCEMENT AWARD, *University of Florida Office of Research and Graduate Programs*
- GATORADE GRANT, Supporting Sketchbook Research with the New World School of the Arts, *University of Florida*

2007
- EXCELLENCE IN TEACHING AWARD, *Southeastern College Art Conference*
- FINE ARTS SCHOLARSHIP ENHANCEMENT AWARD, *University of Florida Office of Research and Graduate Programs*
- Nominated: COLLEGE OF FINE ARTS TEACHING AWARD, *University of Florida*
- FACULTY TRAVEL AWARD, *College of Fine Arts, University of Florida*
- RESIDENCY AWARD, *Frans Masereel Centrum, Belgium*

2006
- BEST IN SHOW, Art on Paper, *Maryland Federation of Art, Annapolis, MD*
- Nominated: COLLEGE OF FINE ARTS TEACHING AWARD, *University of Florida*

2005
- MERIT AWARD, Auburn Works on Paper, *Dempsey Arts Center, Auburn, AL*

2004
- MILWAUKEE'S OWN AWARD, *Milwaukee International Film Festival*, (Art Director: Yellow Light, 1998)
- 4TH PLACE, Valdosta National, *Valdosta State University, Valdosta, GA*

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2003

• BEST IN SHOW, Valdosta National, *Valdosta State University, Valdosta, GA*

2000

• JUROR'S AWARD, 43RD Annual Beloit and Vicinity Exhibition, *Wright Museum of Art, Beloit, WI*
• FACULTY SCHOLARSHIP GRANT, *Beloit College, Beloit, WI*

1999

• FIRST PLACE, Annual 12 Hour Film Festival, *University of Wisconsin-Milwaukee, Milwaukee, WI*
• KOHLER FELLOWSHIP, *University of Wisconsin-Madison, Madison, WI*
• ALBERT MURRAY FINE ARTS GRANT, *Madison, WI*

SOLO EXHIBITIONS

2009

FASCICLES, *5art at the West Tampa Center for the Arts, Tampa, FL*
BUNCH, *Thomas Center Gallery, Gainesville, FL*

2008

NEW WORK, *Florida School of the Arts, Palatka, FL*
FASCICLES, *NorthBranch Gallery, Skokie, IL*
BUNCH, *Edgezones Contemporary Art, Miami, FL*

2006

HAYAL, *Hardman Gallery, Mercer University, Macon, GA*

2004

IN HOLDING IN, *John Erickson Museum of Art at the Lander Art Center, Lander, WY*

2000

BREACH/BROACH, *Walker's Point Center for the Arts, Milwaukee, WI*
FOLDING IS BETTER THAN STIRRING, *Wright Museum of Art, Beloit, WI*

GROUP EXHIBITION RECORD

2009

ART AT THE X, *Xavier University Art Gallery, Cincinnati, OH*
Juror: Jessica Flores, Associate Curator of Contemporary Art, Cincinnati Art Museum

23RD INTERNATIONAL JURIED SHOW, *Visual Art Center of New Jersey,*
Juror: Adelina Vlas, Curator of Contemporary Art, Philadelphia Museum of Art

FADE, *Space 301, Mobile, AL, Juried*

24TH ANNUAL INTERNATIONAL EXHIBITION, *Meadows Gallery, University of Texas at Tyler, Tyler, TX,* Juror: Andy Rubin

FIVE: DESIRE, FLIGHT, LOSS, LONGING, MEMORY: RECENT WORK BY LAUREN GARBER LAKE, AMY NEWELL, JOSIE OSBORNE, KRISTEN ROTHROCK, CAROL GOLEMBOSKI
Ormond Museum, Ormond Beach, FL, Invited

GIANT SNAIL, *Sundance Gallery, Madison, WI,* Invited

SECAC MEMBERS JURIED EXHIBITION, *Space 301, Mobile, AL*
Juror: Dr. Paul Richelson, Chief Curator, Mobile Museum of Art

45TH ANNUAL UNIVERSITY OF FLORIDA FACULTY EXHIBITION, *Harn Museum of Art, Gainesville, FL*

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2008

DRIVE BY SHOW, *Arthouse, New London, CT*, Invited

NATIONAL DRAWING SHOW, *South Shore Art Center, Cohasset, MA*,
Juror: Rachel Rosenfield Lafo, Director of Curatorial Affairs, DeCordova Museum

WHITE BOX/GROUP SHOW, *5art at the West Tampa Center for the Arts, Tampa, FL*, Juried

THREAD, *Rowe Arts Gallery, University of North Carolina-Charlotte, Charlotte, NC*, Invited

44TH ANNUAL UNIVERSITY OF FLORIDA FACULTY EXHIBITION
University Gallery, Gainesville, FL

WORKBOOKS, *Katherine E. Nash Gallery, University of Minnesota, Minneapolis, MN*, Invited

WORKBOOKS, *Special Collections, University of Wisconsin-Madison, Madison, WI*, Invited

28TH NATIONAL PRINT EXHIBITION, *Art Link Contemporary, Fort Wayne, IN*
Juror: Mark Pascale, Associate Curator of Prints and Drawings, Art Institute of Chicago

DIGITAL ART IN THE POST-DIGITAL AGE, *Polk Museum of Art, Lakeland, FL*

SHELVED, *5art at the West Tampa Center for the Arts, Juried*

CURRENTS, *Court Gallery, Ben Shahn Galleries, William Paterson University, Wayne, NJ*
Juror: Beth A. Venn, Curator of Modern and Contemporary Art, Senior Curator, Department of American Art, Newark Museum

GULF SOUTH REGIONAL, *Bridge for Emerging Contemporary Arts, New Orleans, LA*, Juried

2ND INTERNATIONAL EXHIBITION, *Prince Street Gallery, New York, NY*, Juror: Irving Sandler

PAPER IN PARTICULAR, *Columbia College, Columbia, MO*, Juried

2007

43RD ANNUAL UNIVERSITY OF FLORIDA FACULTY EXHIBITION
University Gallery, Gainesville, FL

FIVE: DESIRE, FLIGHT, LOSS, LONGING, MEMORY: RECENT WORK BY LAUREN GARBER LAKE, AMY NEWELL, JOSIE OSBORNE, KRISTEN ROTHROCK, CAROL GOLEMBOSKI
Walker's Point Center for the Arts, Milwaukee, WI, Invited

ADDRESSING IRAQ, *The Gallery, Gainesville, FL*, Invited

VERTICAL HOLD, *Ellensburg Film Festival, Ellensburg, WA*, Juried

SEPTEMBER COMPETITION, *Alexandria Museum of Art, Alexandria, LA*, Juried

16X16, *Limestone Gallery, Fayetteville, NY*, Juried

2006

FIVE: DESIRE, FLIGHT, LOSS, LONGING, MEMORY: RECENT WORK BY LAUREN GARBER, AMY NEWELL, JOSIE OSBORNE, KRISTEN ROTHROCK, CAROL GOLEMBOSKI,
Carrera Gallery, Flagler College, St. Augustine, FL, Invited

42ND ANNUAL UNIVERSITY OF FLORIDA FACULTY EXHIBITION
University Gallery, Gainesville, FL

REASSESSING THE DIASPORA, *Museum of Modern Art, Santo Domingo, Dominican Republic*, Invited

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LA CHOCOLATERA COLLECTIVE, *Puerto Plata, Dominican Republic,* Invited

AMERICAN CONFLUENCES, *Edsvik Konsthall, Sollentuna, Sweden,* Invited

PROCESS, *Carrera Gallery, Flagler College, St. Augustine, FL,* Invited

RE-STRUCTURED REALITY, *Edge Zones, Miami, FL,* Invited

41ST ANNUAL UNIVERSITY OF FLORIDA FACULTY EXHIBITION
University Gallery, Gainesville, FL

REGIONAL JURIED COMPETITION, *Thomas Center Gallery, Gainesville, FL*
Juror: Dr. Rebecca Nagy, Director, Samuel P. Harn Museum of Art

55TH ANNUAL ALL FLORIDA JURIED COMPETITION AND EXHIBITION, *Boca Raton Museum of Art, Boca Raton, FL,* Juror: Anne Ellegood, Associate Curator, Hirshhorn Museum and Sculpture Garden, Smithsonian Institution, Washington, D.C.

MACON FILM AND VIDEO FESTIVAL, *Cox Capital Theatre, Macon, GA,* Juried

UNDERCURRENT OVERVIEW, *Tampa Museum of Art, Tampa, FL*
Juror: Dr. Jeffrey Grove, Curator of Modern & Contemporary Art, High Museum

ART ON PAPER, *Maryland Federation of Art, Annapolis, MD,* Juried

CAMBRIDGE ART ASSOCIATION NATIONAL PRIZE SHOW, *Cambridge, MA*
Juror: Joseph Thompson, Director, Mass MoCA

NEW INDIE SHOWCASE, *Cox Communications, Macon, GA,* Invited

2005

SYNTHESIS AND DISTRIBUTION, *Peter Fingestin Galleries, New York, NY,* Invited

SYNTHESIS AND DISTRIBUTION, *Choate House Gallery, Pleasantville, NY,* Invited

41ST ANNUAL UNIVERSITY OF FLORIDA FACULTY EXHIBITION
University Gallery, Gainesville, FL, Invited

DRAW, *Son Espace, Girona, Spain,* Invited

30TH BRADLEY INTERNATIONAL, *Heuser Art Center and Gallery, Peoria, IL,* Juried.

LONG STORY SHORT, *Hue Gallery, Madison, WI,* Invited

TOGETHER WITH, *Ploch Art Gallery, S.L. Wilson Center for the Arts, Brookfield, WI*

OHIO INDEPENDENT FILM FESTIVAL, *Cleveland, Ohio,* (Art Director: Yellow Light, 1998), Juried

EKSPERIMENTO FESTIVAL OF FILM, *Manila, Philippines,* (Art Director: Yellow Light, 1998), Juried

SMMASH FEST, *Minneapolis, MN,* (Art Director: Yellow Light, 1998), Juried

AUBURN WORKS ON PAPER 2005, *Dempsey Arts Center, Auburn, AL,* Juried

8TH INTERNATIONAL OPEN, *Woman Made Gallery, Chicago, IL,* Juried

2004

VALDOSTA NATIONAL, *Valdosta State University Art Gallery, Valdosta, GA,* Juror: Anne Dennington

26TH ANNUAL PAPER IN PARTICULAR NATIONAL EXHIBITION, *Columbia College, Columbia, MO,* Juried

PARKSIDE NATIONAL SMALL PRINT EXHIBITION, *University of Wisconsin-Parkside Fine Arts Gallery, Kenosha, WI,* Juried

STRASBOURG FILM FESTIVAL, (Art Director: Yellow Light, 1998), *Strasbourg, Belgium,* Juried

30TH BRADLEY INTERNATIONAL PRINT AND DRAWING EXHIBITION,

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Heuser Art Center Gallery, Peoria, IL, Juried

SYNTHESIS, *John Erickson Museum of Art at Axel Raben Gallery, New York, NY*, Invited

A DECADE OF ART, *James Watrous Gallery, Madison, WI*, Invited

40TH ANNUAL UNIVERSITY OF FLORIDA ART FACULTY EXHIBITION, *Harn Museum of Art, Gainesville, FL*

2003

THINKING IN LINE: A SURVEY OF CONTEMPORARY DRAWING, Curated by John Moore & Ron Janowich, *University Gallery, Gainesville, FL*, Invited

39TH ANNUAL UNIVERSITY OF FLORIDA FACULTY EXHIBITION, Curated by Bernice Steinbaum, *Miami, FL*

TEXAS NATIONAL 2003, *Stephen F. Austin State University, Nacogdoches, TX*
Jurors: Jerry Uelsmann and Maggie Taylor

VALDOSTA NATIONAL 2003, *Valdosta State University Fine Art Gallery, Valdosta, GA*, Juried

RIVERWEST ARTISTS ASSOCIATION ANNUAL, *Riverwest Artists Association, Milwaukee, WI*, Invited

2000

SYNERGY, Curated by Mark Lawson, *Milwaukee Institute of Art and Design, Milwaukee, WI*, Invited

FACTORY SOIREE, *Milwaukee Art Museum, Milwaukee, WI*, Invited

SUMMER AT RAW, *Riverwest Artist Association, Milwaukee, WI*, Invited

INSTALLATION, *Riverwest Artist Association, Milwaukee, WI*, Invited

43RD ANNUAL BELOIT AND VICINITY EXHIBITION, *Wright Museum of Art, Beloit, WI*, Juried

SYNERGY, *Commonwealth Building, Madison, WI*, Invited

INTERLUDE, *1925 Gallery, Madison, WI*, Juried

WHITE, 7TH *Floor Gallery, Madison, WI*, Invited

PLACE, *Cardinal Stritch University, Milwaukee, WI*, Juried

EXHIBITIONS CURATED

FIVE III, *Ormond Art Museum, Ormond Beach, FL*, 2009

FIVE: DESIRE, FLIGHT, LOSS, MEMORY, LONGING
Carrera Gallery, Flagler College, St. Augustine, FL, 2006

NOTES TO SELF: FROM THE SKETCHBOOKS, *Focus Gallery, University of Florida, Gainesville, FL*, 2005

JINNENE ROSS: INSTALLATION, *Courtyard Gallery, Wright Museum of Art, Beloit, WI*, 2000

ART AND SCIENCE, *Neese Gallery, Wright Museum of Art, Beloit, WI*, 2000

ARTIST RESIDENCIES

VERMONT STUDIO CENTER, *Johnson, VT*, 2009
Awarded a visual arts residency which allowed for studio visits and the opportunity to create a new series.

EDENFRED, *Madison, WI*, 2008
Invited to participate in an interdisciplinary collaboration at Edenfred with three artists from the region culminating in an exhibition in 2009. Edenfred's Resident Fellows Program is designed as a retreat experience to pursue personal creative opportunities while sharing collegial interaction with a small group of artists.

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RAGDALE, *Lake Forest, IL* , 2008
Selected as one of three visual artists to receive a fellowship to conduct research.

FRANS MASEREEL CENTRUM, *Kasterlee, Belgium*, 2007
Invited to participate in a month-long residency with full support for research.
The Flemish center for the graphic arts is a dynamic, varied, and forward-looking international center for the contemporary visual arts and focuses on the printed image.

CONFERENCES

Southeastern College Art Conference, *Mobile, AL*, 2009
Panel Chair: *Sketchbook Development*

International Conference in the Humanities, *Istanbul, Turkey*, 2008
Paper: *A Practiced Space: Drawing & Mapping*

Southeastern College Art Conference, *New Orleans, LA*, 2008
Paper: *A Practiced Place: Sketchbook Development*

INVITED VISITING ARTIST LECTURES/WORKSHOPS

2009

Shands Hospital Arts in Medicine Wilmont Garden Program, *Gainesville, FL* (workshop)

2008

University of North Carolina-Charlotte, *Charlotte, NC*
Lecture: *Parts and Pieces: Developing a Visual Vocabulary Through Sketchbook Development*

Florida School of the Arts, *Palatka, FL*
Lecture: *New Work: How I Got Here*

Appalachian State University, *Boone, NC*
Lecture: *Drawing into Printmaking*

New World School of the Arts, *Miami, FL* (workshop)

2007

Skopelos Foundation for the Arts, *Skopelos, Greece*
Lecture: *Drawing into Printmaking*

2006

Museum of Modern Art, *Santo Domingo, Dominican Republic*
Lecture: *New Strategies for Graphite, The DR Project*

Museum of Modern Art, *Santo Domingo, Dominican Republic* (workshop)

Mercer University, *Macon, GA*
Lecture: *How Hayal?*

2003

Harn Museum of Art, *Gainesville, FL*
Lecture: *Why Drawings are of Interest?*

Shands Hospital Arts In Medicine Program, *Gainesville, FL* (visiting Artist in Residence)

2000

Wright Museum of Art, Museum Art League, *Beloit, WI*
Lecture: *An Artist's Visual Vocabulary*

lauren garber lake

assistant professor
school of art & art history
university of florida

PO Box 115801, Gainesville, FL 32611
lglake@arts.ufl.edu
www.laurengarberlake.com
352.273.3032

Milwaukee Institute of Art and Design, *Milwaukee, WI* (workshop)

CRITICAL REVIEWS/ CITED COMMENTS

"[5]art moves to a larger gallery...," *Creative Loafing*, Megan Voeller, January 2009.

"Check our Artwork and Sculptural Exhibits," *Tampa Tribune*, Esther Hammer, January 2009.

"Printer's Row," *Fort Wayne Reader*, Dan Swartz, May 2008.

"5ive," *Susceptible to Images*, Stacey Steinberg, January 2007.

"Undercurrent/Overview, A New Height of Sophistication," *St. Petersburg Times*, Lennie Bennett, June 2006.

"Edgezones Miami Extends its Borders," *New York Arts Magazine*, Vanessa Garcia, July/August 2006.

"Bidding on Recovery," *Gainesville Magazine*, Risa Polanski, April/May 2006.

Media Interview, *WUFT/Classic 89*, Donna Townsend, Gainesville, FL, September 2005.

Media Interview, *WFKY Radio*, September 2005.

Media Interview, *WRUF/AM 850*, January 2005.

"Artists join to help tsunami victims," *Gainesville Sun*, Gary Kirkland, January 2005.

"Area Events Raise Funds for Tsunami Relief," *Gainesville Sun*, Amy Reinick, January 2005.

"Turn the Tide," *Gainesville Magazine*, Tudeen and Massey, February 2005.

"Art generates thousands for hurricane help," *Gainesville Sun*, Tiffany Pakkala, September 2005.

"Turn the Tide 2 helps storm victims," *Gainesville Sun*, Gary Kirkland, September 2005.

"Storm inspires local motion," *The Independent Florida Alligator*, Jacqueline Davidson, September 2005.

"Into the Breach of a Challenging Dual Exhibition," *Milwaukee Journal Sentinel*, James Auer, February 2000.

REPRODUCTIONS IN PRINT

Journal, "Studio Visit," Spring 2009

Book, "Supermix: Union of the Diverse, Contemporary Art in Miami," *EdgeZones Press, Miami, FL*, 2009

Exhibition Brochure, "Digital Art in the Post-Digital Age," *Polk Museum of Art, Lakeland, FL*, 2008

Exhibition Brochure,"September Competition," *Alexandria Museum of Art, Alexandria, LA*, 2007

Book, "Wet 2," *EdgeZone Press, Miami, FL*, 2006

Magazine, "Muse," *UF College of Fine Arts*, 2007

Exhibition Brochure, "55TH All Florida Juried Competition," *Boca Raton Museum of Art, Boca Raton, FL*, 2006

Exhibition Brochure, "5ive," *Carrera Gallery, St. Augustine, FL*, 2006

Exhibition Brochure, "Art on Paper," *Maryland Federation of Art, Annapolis, MD* 2006

Exhibition Brochure, "MAGA Film Festival," *Macon, GA*, 2006

Catalog, "Valdosta National 2005," *Valdosta State University Fine Art Gallery, Valdosta, GA*, 2005

Catalog, "30TH Bradley International Print & Drawing Exhibition," *Bradley University, Peoria, IL*, 2005

Catalog, "18TH Parkside National Small Print Exhibition," *UW- Parkside, Parkside, WI*, 2004

Catalog, "38TH Annual Art Faculty Exhibition," *University Gallery, University of Florida, Gainesville, FL*, 2003

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Catalog, "Valdosta National 2003," *Valdosta State University Fine Art Gallery, Valdosta, GA,* 2003

Catalog, "Thinking in Line: A Survey of Contemporary Drawing," *University Gallery, University of Florida, Gainesville, FL,* 2003

Catalog, "Texas National 2003," *Stephen F. Austin State University, Nacogdoches, TX,* 2003

Catalog, "Breach/Broach," *Walker's Point Center for the Arts, Milwaukee, WI,* 2000

Catalog, "43RD Annual Beloit and Vicinity Exhibition," *Wright Museum of Art, Beloit, WI,* 2000

COLLECTIONS

Shands Hospital, *Gainesville, Florida*

SERVICE

Service to the University

Member, Florida Art in State Buildings Committees
- Project #UF-273, 2008-2009
- Project #UF-207, 2007-2008
- Project #UF-214, 2006-2007
- Project #UF-207, 2006-2007
- Project #UF-134/136, 2004-2005
- Project #UF-125, 2003-2004
- Project #UF-120, 2003-2004

Organizer, Highwaymen, Screening and Discussion with Director Julie D'Amico
University Gallery, Gainesville, FL, 2004

Organizer, Animated Films by Harry Smith, Oskar Fischinger, and Lyonel Feininger
University Gallery, Gainesville, FL, 2003

Service to the College of Fine Arts

Member, Fine Arts College Council, 2009-2011
Member, International Educator of the Year Award Seclection Committee, 2009
Participant, New World School of the Arts Exchange Project, 2008
Participant, Dialogue with the Dean, 2007, 2008
Participant, College of Fine Arts Graduate Recruitment Funding Project, 2006
Participant, Faculty Mentor Focus Group, 2007
Fine Arts Representative, High School Honors Program Banquet, 2005
Consultant, Reid Hall Fine Arts Dormitory, Ad-Hoc Advisor, Reid Hall, 2005

Service to the School of Art & Art History

Drawing Area Coordinator, 2003-2010
Chair, Ad-Hoc Selection Committee, Atlantic Center for the Arts Annual University Exhibition, 2009
Drawing & Painting Graduate Coordinator & Advisor, 2008-2010
Coordinator, Weekly Figure Drawing Labs, 2003-2009
Chair, Art Bash and Annual Juried Student Exhibition Committee, 2008-2010
Chair, Ad-Hoc Health and Safety Committee, 2009
Member, University Gallery Committee, 2008
Member, Visual Resource Center Advisory Committee, 2008
Member, Art Education Faculty Search Committee, 2007
Coordinator, Art Bash, 2005, 2007
Faculty Advisor, GRADAA/Graduate Art Association, 2004-2006, 2008
Faculty Advisor, Student Art League, 2004-2005
Member, Undergraduate Curriculum Committee, 2003-2005
Member, Ad-Hoc Graduate Curriculum Committee, 2003-2004
Member, Advisory Committee, 2004-2006
Member, Ad Hoc Facilities Committee, 2004-2005
Member, Gallery Steering Committee, 2003-2005
Member, Foundations Coordinator Faculty Search Committee, 2004

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Coordinator, Visiting Artist Robin Hill, Sponsored by GRADAA and SA&AH Visiting Artist Program, 2003
Recruitment Activities:
Design & Architecture Senior High, Miami, FL, 2006, 2007
New World School of the Arts, Miami, FL, 2006, 2007
Santa Fe Community College Portfolio Session, 2005-2007
Workshop for Art Research and Practice Presentation, 2006
Recruitment, Drawing Area Portfolio Assistance Session, 2006

Service to the Profession & Community

Coordinator, Gainesville Hope House Benefit (www.kidswithcameras.com), Randy Batista Photography, 2009
Juror, 28th Anniversary Downtown Art Show, *City of Gainesville Department of Cultural Affairs*, 2009
Juror, Melbourne Arts Festival, *Melbourne, FL*, 2008
Presenter, Westwood Middle School Career Day, Career Day, *Gainesville, FL*, 2008
Reviewer, Drawing from Observation, McGraw Hill, 2007
Juror, Eau Gallie Arts Festival, *Eau Gallie, FL*, 2007
Advisor, Down Home Gallery, *Gainesville, FL*, 2006-2007
Member, Southern Graphics Council Print Manifesto Project, SGC Annual Conference, *Kansas City, MO*, 2007
Director, Empty Bowls Project, raised $3,200 for Gainesville Harvest Food Bank, *Gainesville, FL*, 2007
Member, American Heart Association Heart Ball Gallery Committee, *Gainesville, FL*, 2006-2007
Invited Member, Review Committee, Alachua Conservation Trust, SW 5th Avenue Project, *Gainesville, FL*, 2006-2007
Juror, Micanopy Community Council for the Arts Festival, *Micanopy, FL*, 2005
Director, Turn the Tide II Auction, Raised $30,000 for Hurricane Katrina Relief, *Gainesville, FL*, 2005
Director, Turn the Tide Auction, Raised $20,000 for Tsunami Relief, *Gainesville, FL*, 2005
Juror, 23rd Annual Downtown Festival and Art Show, *Gainesville, FL*, 2003
Juror, For the Love of Art, *New Port Richey, FL*, 2002
Presenter, Great American Teach In, Walker Middle School, *Tampa, FL*, 2002
Volunteer Instructor, Hands On: Afternoons with Art, Walker's Point Center for the Arts, *Milwaukee, WI*, 1999-2001
Member, Art Futures Board, Milwaukee County Artists Fellowship Organization, *Milwaukee, WI*, 2000-2001
Juror, Visions of Place, Wright Museum of Art, *Beloit, WI*, 1999

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:1525

Name of Advisory Board/Committee:
Gainesville/Alachua County Cultural Affairs Board

Applying For:
capp,board of adjustment

First Name:
sheldon

Middle Initial:
e

Last Name:
packer

Suffix:
mr

Address:
5323nw 35th dr

City:
gainesville fl

Zip Code:
32653

E-Mail Address:
starwalker07@yahoo.com

Home Phone:
372-4071

Work Phone:
870-8496

Ext:

Occupation:
retired

Place of Employment

Education:
some college at a lifetime owning a retail business

Professional Organizations:
acdec& black caucus city oof gainsville human rights board

Age (60 and over):

Optional - Check the Race/Ethnic Group with wohich you identify:
Other

Are you a resident of Alachua County?
Yes

If yes, how long?
34years

If no, what county?

Are you currently serving on a board?
Yes

If yes, name of board(s):
human rights board of gainesville

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:
my business related history in the county

What contributions do you feel you could make if you were selected for this board?
a new perpective and a desire to help

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?
Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.
Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:2878

Name of Advisory Board/Committee:
Gainesville/Alachua County Cultural Affairs Board

Applying For:
Citizen-at-Large

First Name:
Hal

Middle Initial:

Last Name:
Rhinesmith

Suffix:
Hal Rhinesmith

Address:
2389 NW 147th Street

City:
Newberry

Zip Code:
32669

E-Mail Address:
hal_rhinesmith@bellsouth.net

Home Phone:
352-331-7120

Work Phone:
772-332-0087

Ext:

Occupation:
Manager

Place of Employment
at&t

Education:

BS-Professional Management
MS-in progress-Counseling Psychology

Professional Organizations:

telephone pioneers

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

4 months

If no, what county?

FL

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

I was budget chairman for a local church in Fort Pierce. I have experience as a volunteer Youth director in Fort Pierce. I have experience planning, budgeting,and implementing youth and recreational functions at this church. I served as a board member for the St Lucie County Habitat for Humanity (~1993).
Work experience:
1979-present Southern Bell/BellSouth/AT&T
various sales and technical positions. I am currently a Manager.
1976-1979 Ballroom/Dance Instructor
1973-1978 Worked with St Lucie County Recreation Department- summer swimming instructor and lifeguard.

What contributions do you feel you could make if you were selected for this board?

My wife and I moved to Alachua County after living in St Lucie County for all of our lives. With my experience as manager with at&t and volunteer experience I know i can make an impact on the cultural affairs in Alachua County.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

received 8-6-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE Cultural Affairs

Board Position (type of position/category): citizen at Large

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

Please return to:
Alachua County Board of Commissioners
Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: David J. Ruiz

ADDRESS: 4000 SW 23rd St. Apt 2-303 CITY: Gainesville ZIP CODE: 32608

E-MAIL ADDRESS: davidjruiz@gmail.com TELEPHONE: HOME: (352) 665-0019 OFFICE:

OCCUPATION: Customer Service Rep PLACE OF EMPLOYMENT: OAKS Mall Customer Service

EDUCATION: 3yrs at UF PROFESSIONAL ORGANIZATIONS: Chamber of Hispanic Affairs (CHA)

AGE: 60 and over ☐ *(Some committees/boards require 60 year age minimum for appointment)*
OPTIONAL–CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ___ Asian ___ Hispanic ✓
Native American ✓ Pacific Islander ___ White ___ Other ___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☑ NO ☐ If yes, how long? 8yrs If no, what county? ___

Are you currently serving on a board?
No ☑ Yes ☐ Name of board(s): ___

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

See attached resume

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Previous leadership & employment in Cultural Affairs, student groups, etc.

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

- Have worked w/ CHA for several yrs on annual Downtown Latino Festival.
- Bring a young diverse perspective to board
- Branch out the boards awareness to student population & greater community.

Under Florida law, all information, including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☑ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
YES ☑ NO ☐ 8/6/10 DATE David SIGNATURE

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ☑ NO ☐ 8/6/10 DATE David SIGNATURE

David Joseph Ruiz

Address: 4000 SW 23rd Street, Apt 2-303 Gainesville, FL 32608 ♦ Email: davidjruiz@gmail.com ♦ Phone: (352) 665-0019

OBJECTIVE

Highlight employment, leadership experience, and awards; Utilize my leadership, organizational, and interpersonal skills

EDUCATION

University of Florida, Gainesville, Florida
Bachelor of Arts — **Major: Political Science**
Graduation Date: Dec 2012

WORK EXPERIENCE

The Oaks Mall, Gainesville, Florida — Oct. 9, 2008 to Present
Customer Service Representative
- Provide customer service to mall patrons
- Sell hundreds of dollars worth of lottery sales & gift cards daily
- Answer multi-line phones & transfer calls to multiple departments

Crime Prevention Security Systems, Gainesville, Florida — Jan. 1, 2008 to April 14, 2008
Alarm Dispatcher (Overnight)/Customer Service Representative
- Learn about and perform in 2 different alarm processing systems; input data into systems
- Monitor commercial and residential alarm processing systems
- Dispatch alarm signals to medical emergency services, fire, & police departments as well as notifying specific customer designated contacts
- Provide customer service/support to clients inquiring about alarm issues

Back Yard Burgers Restaurant, Gainesville, Florida — Nov. 16, 2006 to Nov. 3, 2007
Team Member
- Conduct opening procedures and stock products
- Cook food, Prepare food for customers
- Cleaning procedures
- Customer service, Other assigned tasks

Life South Community Blood Centers, Gainesville, Florida — May 22, 2006 to Sept. 7, 2006
Donor Scheduling Representative
- Telerecruiting
- Contact blood donors in FL, GA, and AL to set up appointments for donating blood
- Contact donors as a response to urgent, critical, and emergency blood needs developed
- Interact professional with all blood donors/customers (both externally and internally) and explain donor process
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form
- Organize and record data, solve practical problems
- Interpret and work with standard operating procedures (SOPs)/procedure manuals in interaction with customers

Institute of Hispanic-Latino Cultures, Dean of Students Office
General Office Assistant — July 2, 2004 to May 2006
- Serve as ambassador to Latino student center that sponsors social, cultural, and pre-professional programs for students
- Serve as *Program Assistant* for IHLC Peer-2-Peer Mentor Program
- Assist IHLC Graduate Assistant in operations of Mentor Program; input data into Peer-2-Peer Program database
- Member of interview committee for Graduate Assistant, new student employees, and volunteers
- Commended by Director for productivity, initiative, attitude, and cooperation in annual evaluation
- General office duties including phone reception, tours, errands, photocopying, mail delivery, and special projects when assigned

T.I.S. College Bookstore, Gainesville, Florida
Customer Clerk — Dec. 15, 2003 to Jan. 10, 2004; Jan. 05, 2003 to Jan. 12, 2003
- Responsible for doing book inventory, shelving books, cash register, and assisting customers in locating course material

LEADERSHIP

Hispanic Heritage Month — May 2005 to Dec. 2005
Programming Director
- In charge of overseeing seven main events (Opening Ceremony, Soccer Tournament, Pageant Show, Talent Show, Fashion Show, Comedy Night, & Closing Ceremony)
- Responsible for interviewing and choosing main Event Directors
- Directly supervise each main Event Director
- Coordinate & conduct all Programming meetings
- Network with Hispanic-Latino & non-Hispanic-Latino student organizations interested in sponsoring events during HHM
- Communicate with UF Departments interested in conducting events

State of Florida
Member, State of Florida Latino Leaders Advisory Committee on HIV & AIDS — July 2004 to June 2007
- Participate in conference calls to discuss State's Minority health initiatives
- Provide recommendations and analysis on State policy
- Travel for consultations with the State
- Network with fellow Advisory Committee Members on new ways for the State to address HIV/AIDS in Hispanic-Latino communities
- Attend 18th Annual East Coast Migrant Stream Forum as committee delegate to discuss migrant health issues (Oct. 2005)

Hispanic Student Association

David Joseph Ruiz

Address: 2601 SW Archer Road, Apt. 333 Gainesville, FL 32608 ♦ Email: davidjruiz@gmail.com ♦ Phone: (352) 665-0019

- Responsible for setting up community service events for the HSA
- In charge of coordinating community service activities with other organizations

Mexican-American Student Association
Public Relations Director Aug. 2004 to May 2005
Aug. 2001 to Nov. 2003

- Organized all publicity for events
- Attended Hispanic-Latino Student Council meetings as MASA representative
- Organized all carwashes for fundraising
- Networked through several mediums to publicize group's programs
- Prepared and implemented all communication with local businesses
- Represent organization in public matters
- In charge of programming planning

Vice President Dec. 2003 to May 2004

- Assist the president in the organization's operations
- Supervise appointed officers
- Assist in the coordination of activities/programs

Volunteer, Life South Community Blood Centers, Gainesville, Florida Fall 2003

- Responsible for helping recruit blood donors
- Helped organize Greek Blood Drive Week 2003 for university campus
- Networked with other organizations to encourage blood donation

Student Government Liaison, Black Student Union April 2002 to April 2003

- Responsible for acting as liaison between Black Student Union and The Student Government
- Attended weekly Student Senate meetings
- Orally presented report at weekly General BSU meetings

Hispanic-Latino Student Council
Chairman Dec. 2003 to Sept. 2004

- Networked with over forty Hispanic-Latino student organizations on campus
- Responsible for representing the Hispanic-Latino student community as needed
- Directly work the Institute of Hispanic-Latino Cultures and the Dean of Students Office
- Presided over all council meetings, which served as forums through which all Hispanic-Latino groups met to discuss issues concerning the community

Outreach Ambassador Program, Dean of Students Office Aug. 2001 to Jan. 2003
Outreach Ambassador/ Exec. Board Member,

- Programmed semester visits to high schools in Western Palm Beach County for recruitment of students to the University of Florida
- Arranged a PowerPoint presentation for the semester visits
- Attended monthly meetings for ambassadors
- Attended bi-weekly meetings of Outreach Ambassador Executive Board to coordinate the organization's goals, objectives, implementations, and general procedures

AWARDS

Hispanic/Latino Hall of Fame (Charter Induction Class of 2008), University of Florida	April 2008
Certificate of Appreciation, FL. Department of Health, Bureau of HIV/AIDS	June 2007
Impact Award, Dean of Students Office/Center for Leadership & Service	March 2007
Special Recognition, Gainesville Chamber of Hispanic Affairs	Sept. 2006
Association of Hispanic Alumni's Colonel Glenn A. Farris Scholarship	May 2005
Presidential Recognition, University of Florida	April 2005
Institute of Hispanic-Latino Cultures 2005 Outstanding Leader of the Year Award	April 2005
Pepsi Bottling Group's Fifth Annual Leadership Luncheon	Jan. 2005
Gatorship Leadership Retreat	Jan. 2004
Certificate of Appreciation, Dean of Students Office	Fall 2003
Appreciation Award from Hispanic Student Association	Nov. 2003
Certificate of Completion, Art of Leadership Conference	Oct. 2003
Hispanic-Latino Leader of the Month Award from Hispanic Student Association	Jan. 2003
Member of the Month Award from Black Student Union	Oct. 2001
President George W. Bush's Student Service Award & Scholarship	May 2001
Community Involvement Nominee, Palm Beach County 2001 Pathfinders Awards	April 2001
Prudential Florida Youth Initiative Institute Graduate, Prudential Youth Leadership Institute	Jan. 2001

SKILLS

- Fluent in Spanish
- Proficient in most Microsoft Operating Applications
- 35 words per minute typing skill

CONFERENCES

David Joseph Ruiz
Address: 4000 SW 23rd Street, Apt 2-303, Gainesville, FL 32608 ♦ **Email:** davidjruiz@gmail.com ♦ **Phone:** (352) 665-0019

REFRENCES

Professional

Charlie Carlton
Customer Service Manager
Infoplace USA, Inc/Oaks Mall
6419 Newberry Road
Gainesville, FL. 32605
(352) 331-4411 (W)
(352) 331-7907 (F)
ccarlton@infoplaceusa.com

Leticia Martinez
Multicultural Affairs Director
University of Texas Arlington
(817) 272-2099 (W)
Box 19353, Room B150 LL University Center
Arlington, TX 76019-0353
martinezlc@uta.edu

Ellen Kostewicz
Senior Secretary,
Institute of Hispanic-Latino Cultures,
Dean of Students Office,
University of Florida
1504 West University Ave.
Gainesville, FL. 32603
(352) 392-1261 ext. 255 (W)
ellenck@multicultural.ufl.edu

Personal

Teresa White
Regional Minority AIDS Coordinator,
Area 3/13
Alachua County Health Department
224 SE 24th Street
Gainesville, FL. 32641
(352) 334-7900 ext. 3335 (W)
teresa_white2@doh.state.fl.us

Wilfredo R. Melendez
President,
Chamber of Hispanic Affairs (Oficina De Asuntos Hispanos)
P.O. Box 394
Gainesville, FL. 32602
(352) 332-8374 (W)
hispanicofficer@yahoo.com

Fran Ricardo
Director,
Rural Women's Health Project
P.O. Box 12016
Gainesville, FL. 32604
(352) 372-1095 (W)
rwhp@cafl.com

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3124

Name of Advisory Board/Committee:
Gainesville/Alachua County Cultural Affairs Board

Applying For:
Citizen-at-Large

First Name:
Stephan

Middle Initial:
A

Last Name:
Tuchman

Suffix:

Address:
6528 NW 50 LN

City:
Gainesville

Zip Code:
32653

E-Mail Address:
sat3@cox.net

Home Phone:
352-256-9189

Work Phone:

Ext:

Occupation:
Retired

Place of Employment
None

Education:

B.Sc.

Professional Organizations:

None currently.

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

11 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

Yes

If yes, please list board(s):

CAPP

Civic and Professional Accomplishments/Honors:

Consultant to FBI with commedndations by President Reagan and FBI Director.

Training or Experience Related to the Appointment:

40+ years of business management experience. Budgeting, decision masking, marketing, etc.

What contributions do you feel you could make if you were selected for this board?

Analysis and review of opportunities.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3148

Name of Advisory Board/Committee:
Gainesville/Alachua County Cultural Affairs Board

Applying For:
Citizen-at-Large

First Name:
Parker

Middle Initial:
G

Last Name:
Van Hart

Suffix:

Address:
2217 NW 44th Place

City:
Gainesville

Zip Code:
32605

E-Mail Address:
pvanhart@att.net

Home Phone:
352-384-9229

Work Phone:
352-376-9006

Ext:

Occupation:
Self Employed

Place of Employment
Tasty Buddha Restaurants Inc.

Education:

BFA - University of Florida

Professional Organizations:

Rotary, Chamber

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

10+ years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

Yes

If yes, please list board(s):

I am a current boardmember on CAB and EDAC

Civic and Professional Accomplishments/Honors:

2009 Rotary, Rookie of the Year.

Training or Experience Related to the Appointment:

I have board experience, a BFA and business experience.

What contributions do you feel you could make if you were selected for this board?

I will continue to help local arts organizations and push for more programs in schools.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

TO: Alachua County
Board of County Commissioners
P.O. Box 2877
Gainesville, Fl. 32602

Dear members, and officers of Alachua County comission. I would like to be considered for the position of the Gainesville/Alachua Cultural Afairs Board.

I am a News Media Broadcaster, and I have deal with vairous artist in an International, Nationwide level, such as musicians, singers, etc. for whom I have conducted interviews, and also covered events that pretents to other types of arts such as painters, dancers, film makers, etc. I also attend to cultural afairs clases at University Latin American Studies, and their events where I have an oportunity to meet students, and local talentfull people. Many oportunities are out there to bring, and to expand our cultural knowledge, and experienses with other people, and bring these oportunities to business growth in our city, and county at all levels.

Also, the fact that we can speak two languages, will help us to interact with the people who travels from south Florida, and South, and Central America as well.

I have also worked in the past with Cruise Lines, and Airlines Consultants with given me petty good knowledge of the travel market, and travel industries when it comes to areas of business as well as marketing. These expertise can help in the analysis of the tourist cultural involvement, and business related activities within.

I Thank you very much for having considered me for this openning, I hope I can be of future help.

Victor Perez

January 11, 2011 Regular BOCC Meeting
Agenda Item #8

Title
Economic Development Advisory Committee: Appointments (Amended)

Amount
N/A

Description
Consider the appointment of four citizens to the Economic Development Advisory Committee.

Recommendation
Appoint four citizens to the Economic Development Advisory Committee; three as 'Actively Engaged with Economic Development Organizations', and one as 'Alachua County Resident'.

Alternative(s)
Continue to advertise vacancies.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
tally sheet, membership report, attendance roster, applications.

Documents Requiring Action
N/A

Executive Summary
The Economic Development Advisory Committee has fifteen positions and five of them are currently vacant. Nine citizens have applied for four of the positions.

Background
The current Economic Development Advisory Committee was created by County Resolution 08-66 to develop and provide policy recommendations to the BoCC related to the promotion of sustainable economic development activities within Alachua County. This committee also has certain responsibilities related to the redevelopment of the Phoenix Commercial Economic Enhancement District, in accordance with the Florida Brownfield Redevelopment Act. Actively engaged with Economic Development organizations – appoint TWO to terms ending December 2014: 1) Dean Cheshire 2) Marty Goodkind 3) Kevin T. Riordan 4) Timothy J. Treweek 5) William Van Dyke, Jr. (served 1 term in this position, attendance satisfactory) 6) Janie Williams (served 1 term in this position, attendance satisfactory). Actively engaged with Economic Development organizations – appoint one to a term ending December 2012: 1) Dean Cheshire 2) Marty Goodkind 3) Kevin T. Riordan 4) Timothy J. Treweek 5) William Van Dyke, Jr. (served 1 term in this position, attendance satisfactory) 6) Janie Williams (served 1 term in this position, attendance satisfactory). Alachua County Resident – appoint one to term ending December 2014: 1) Frank Blanco (serving as Alternate since 10/26/10, attendance satisfactory) 2) Dean Cheshire 3) Julia Cole (served 1 term in this position, attendance satisfactory) 4) Marty Goodkind 5) Ruben Ramos 6) Kevin T. Riordan 7) Timothy J. Treweek 8) William Van Dyke, Jr. (served

1 term on this board, attendance satisfactory) 9) Janie Williams (served 1 term on this board, attendance satisfactory). If current alternate is appointed to Alachua County Resident: Alachua County Resident (Alternate) – appoint one to a term ending December 2014: 1) Dean Cheshire 2) Julia Cole (served 1 term in this position, attendance satisfactory) 3) Marty Goodkind 4) Ruben Ramos 5) Kevin T. Riordan 6) Timothy J. Treweek 7) William Van Dyke, Jr. (served 1 term on this board, attendance satisfactory) 8) Janie Williams (served 1 term on this board, attendance satisfactory).

Issues

1. Frank Blanco has only served (as Alternate) since October 26, 2010. 2. William Van Dyke, Jr. and Janie Williams each served one term on the previous incarnation of this board, but with a gap of about 1 year between service on that board and this one.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: TreweekD Econ Dev Org.pdf
Attachment: BlancoF Resident.pdf
Attachment: CheshireD Real Estate Prof.pdf
Attachment: Janie Williams 2011 Econ Dev Org.pdf
Attachment: RamosR Resident.pdf
Attachment: Van Dyke W Econ Dev Org w Resume.pdf
Attachment: EDAC Attendance.pdf
Attachment: ColeJ Resident with Resume.pdf
Attachment: GoodkindM Econ Dev Orgs.pdf
Attachment: EDAC Tally Sheet3.pdf
Attachment: EDAC membership.pdf
Attachment: RiordanK.pdf

COMMITTEE: Economic Development Advisory Committee 01/11/11

(If current Alternate is appointed to Alachua County Resident) **Alachua County Resident (Alternate) – appoint one to a term ending December 2014:**

	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Dean Cheshire					
Julia Cole (served 1 term as Alachua County Resident, attendance satisfactory)					
Marty Goodkind					
Ruben Ramos					
Kevin T. Riordan (served 1 term on the Bicycle/Pedestrian Advisory Committee, attendance satisfactory)					
Timothy J. Treweek					
William Van Dyke, Jr. (served 1 term in another position, attendance satisfactory)					
Janie Williams (served 1 term in another position, attendance satisfactory)					

COMMITTEE: Economic Development Advisory Committee 01/11/11

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON	
Actively engaged with Economic Development organizations – appoint TWO to terms ending December 2014:						
Dean Cheshire						
Marty Goodkind Present	✓					
Kevin T. Riordan (served 1 term on the Bicycle/Pedestrian Advisory Committee, attendance satisfactory)						
Timothy J. Treweek Present	✓					
William Van Dyke, Jr. (served 1 term in this position, attendance satisfactory)		✓	✓	✓	✓	4
Janie Williams (served 1 term in this position, attendance satisfactory)		✓	✓	✓	✓	4
Actively engaged with Economic Development organizations – appoint one to a term ending December 2012:						
Dean Cheshire						
Marty Goodkind						
Kevin T. Riordan (served 1 term on the Bicycle/Pedestrian Advisory Committee, attendance satisfactory)		✓	✓	✓	✓	4
Timothy J. Treweek	✓					
William Van Dyke, Jr. (served 1 term in this position, attendance satisfactory)						
Janie Williams (served 1 term in this position, attendance satisfactory)						
Alachua County Resident – appoint one to a term ending December 2014:						
Frank Blanco (serving as Alternate since 10/26/10, attendance satisfactory)						
Dean Cheshire						
Julia Cole (served 1 term in this position, attendance satisfactory)		✓	✓	✓		3
Marty Goodkind						
Ruben Ramos						
Kevin T. Riordan (served 1 term on the Bicycle/Pedestrian Advisory Committee, attendance satisfactory)						
Timothy J. Treweek	✓				✓	2
William Van Dyke, Jr. (served 1 term in previous position, attendance satisfactory)						
Janie Williams (served 1 term in previous position, attendance satisfactory)						

Economic Development Advisory Committee (EDAC)

STAFF: Leslie McLendon - (352) 374-5249
STAFF: Rick Drummond - (352) 384-3078

4 year terms
Sunset date: 12/31/2012

NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 1/13/2009 Previous member: Foster , Mr. Robert E - Resignation 10/5/2010 Category: Actively engaged with economic development organizations		12/31/2012		County
VACANT Category: Alachua League of Cities Representative		12/31/2024		County
David R Ferro Appt Date: 10/26/2010 Previous member: Quigley , Mr. Jeff - Removal for Attendance Category: Actively engaged as a real estate professional in connection with economic/business development	2625 NW 52nd Avenue Gainesville, FL (h)(352) 222-5924 (w)(352) 371-6100 dave@daveferro.com	12/31/2014	1	County
M. David Gracy Jr. Appt Date: 1/13/2009 Previous member: Category: Actively engaged in Banking or finance in connection with economic/business development	6005 SW 35th Way Gainesville, FL 32608 (h)(352) 336-3039 (w)(352) 336-3039 dgracy@davidgracy.com	12/31/2012	1	County
Charles E Howe Appt Date: 8/25/2009 Previous member: Costello , Scott A - Resignation Category: Actively engaged with economic development organizations	20615 Railroad Avenue High Springs, FL 32643 (h)(386) 454-9675 (w)(386) 418-1051 chip@phoenixenergypark.com	12/31/2012	1	County
Dr. William Van Dyke Jr. Appt Date: 1/13/2009 Previous member: Category: Actively engaged with economic development organizations	8708 SW 8th Place Gainesville, Fl 32607 (h)(352) 332-4859 vandykewp87@yahoo.com	12/31/2010	1	County
Janie Williams Appt Date: 1/13/2009 Previous member: Category: Actively engaged with economic development organizations	811 SW 5th Street Gainesville, FL 32601 (h)(352) 378-4586 jaidee811@aol.com	12/31/2010	1	County

McArthur Shelton II Appt Date: 12/8/2009 Previous member: Parker , Ms. Susan - Removal for Attendance Category: Alachua County Resident	6502 NW 30th Terrace Gainesville, FL 32653 (h)(352) 375-3032 (w)(352) 377-4444 macshelton@hotmail.com	12/31/2012	1	County
Parker Van Hart Appt Date: 1/13/2009 Previous member: Category: Alachua County Resident	2217 NW 44th Place Gainesville, FL 32605 (h)(352) 384-9229 (w)(352) 317-6835 pvanhart@yahoo.com	12/31/2012	1	County
Julia E Cole Appt Date: 8/25/2009 Previous member: Koford , Keith C - Resignation Category: Alachua County Resident	3603 NW 63rd Place Gainesville, 32653 (h)(352) 871-5354 (w)(352) 871-5354 jjhcole@aol.com	12/31/2010	1	County
Frank E Blanco Appt Date: 10/26/2010 Previous member: Mercuro , Peter - Removal for Attendance Category: Alachua County resident - alternate	1426 S.W. 25th Place Gainesville, 32608 (h)(407) 497-3330 (w)(407) 497-3330 ultimolugar@gmail.com	12/31/2014	1	County
Erik Bredfeldt Appt Date: 1/13/2009 Previous member: Category: City of Gainesville representative	P.O. Box 490 Gainesville, FL 32602 (w)(334) 501-2 bredfeldea@cityofgainesville.org	12/31/2024	1	County
Dug D Jones Appt Date: 10/26/2010 Previous member: Kinsey , Juliun L - Resignation Category: Santa Fe College Representative	370 NW 46th St Gainesville, FL, 32607 (h)(352) 373-8314 (w)(352) 395-5269 dug.jones@sfcollege.edu	12/31/2024	1	County
Gunnar Paulson Appt Date: 12/14/2010 Previous member: Eubank , Mr. Wes F - Other Category: School Board of Alachua County Representative	620 E. University Avenue Gainesville, 32601 (h)(352) 378-5741	12/31/2024	1	County
Jonathan H Hamilton Appt Date: 1/13/2009 Previous member: Category: University of Florida Representative	1641 NW 19th Circle Gainesville, FL 32605 (h)(352) 335-1243 (w)(352) 392-2999 Hamilton@ufl.edu	12/31/2024	1	County
Report Date: 12/20/2010 @ 10:11 AM				

Attendance Report for the last 6 meetings.

Economic Development Advisory Committee (EDAC)
Staff Liaison: Leslie McLendon, Rick Drummond

Member	Position	Mbr Start	Mbr End	6/24/2010 2:30 PM	7/22/2010 2:30 PM	8/26/2010 2:30 PM	9/23/2010 2:30 PM	10/28/2010 2:30 PM	11/18/2010 2:30 PM	Meetings Attended
Blanco , Frank E	Alachua County resident - alternate	10/26/2010	12/31/2010	--	--	--	--	A	P	1 of 2
Bredfeldt, Mr. Erik	City of Gainesville representative	1/13/2009		P	A	P	ANQ	A	A	2 of 6
Cole , Julia E	Alachua County Resident	8/25/2009	12/31/2010	P	A	P	ANQ	A	P	3 of 6
Eubank , Mr. Wes F	School Board of Alachua County Representative	1/26/2010	11/2/2010	P	P	A	ANQ	A	A	2 of 6
Ferro , David R	Actively engaged as a real estate professional in connection with economic/business development	10/26/2010	12/31/2010	--	--	--	--	P	P	2 of 2
Foster , Mr. Robert E	Actively engaged with economic development organizations	1/13/2009	10/5/2010	A	A	A	ANQ	--	--	0 of 4
Gracy Jr., Mr. M. David	Actively engaged in Banking or finance in connection with economic/business development	1/13/2009	12/31/2012	P	P	P	PNQ	A	P	5 of 6
Hamilton , Dr. Jonathan H	University of Florida Representative	1/13/2009		A	P	P	PNQ	A	A	3 of 6
Howe , Charles E	Actively engaged with economic development organizations	8/25/2009	12/31/2012	P	P	P	PNQ	P	P	6 of 6
Jones , Dug D	Santa Fe College Representative	10/26/2010		--	--	--	--	P	P	2 of 2
Kinsey , Juliun L	Santa Fe College Representative	12/8/2009	9/22/2010	P	A	A	ANQ	--	--	1 of 4
Shelton II, McArthur	Alachua County Resident	12/8/2009	12/31/2012	A	A	P	ANQ	P	P	3 of 6
Van Dyke Jr., Dr. William	Actively engaged with economic development organizations	1/13/2009	12/31/2010	P	P	P	PNQ	P	P	6 of 6
Van Hart, Parker	Alachua County Resident	1/13/2009	12/31/2012	P	A	P	PNQ	A	P	4 of 6
Williams , Ms. Janie	Actively engaged with economic development organizations	1/13/2009	12/31/2010	A	P	P	ANQ	P	P	4 of 6

[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record] [--=Member Not Active]

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3160

Name of Advisory Board/Committee:
Economic Development Advisory Committee (EDAC)

Applying For:
Alachua County resident - alternate

First Name:
Frank

Middle Initial:
E

Last Name:
Blanco

Suffix:

Address:
1426 S.W. 25th Place

City:
Gainesville

Zip Code:
32608

E-Mail Address:
ultimolugar@gmail.com

Home Phone:
407-497-3330

Work Phone:
407-497-3330

Ext:

Occupation:
Legislative Assistant

Place of Employment
Florida Senate

Education:

MPA, Public Administration, Florida State University (2009)
MA, Political Science, University of Florida (2007)
BS, Political Science, Florida State University (2005)

Professional Organizations:

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

Hispanic

Are you a resident of Alachua County?

Yes

If yes, how long?

11 Months

If no, what county?

FL

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

I have some very valuable training and experience related to this appointment. I have worked in a non-profit setting on two different occasions, Florida Tax Watch and the Ounce of Prevention Fund, which have given me a unique insight into the inner workings of government from a third-party activist standpoint. I also currently work as a legislative assistant in the Florida Senate which allows me to see the process by which legislation is made. It requires a lot of compromise from all actors involved whether they are political, institutional, social, or otherwise.

My academic credentials also speak volumes about my passion and interest in local government. I have two degrees in political science, a bachelors and masters, and the focus of my masters degree was in American politics, particularly at the state and local level. Additionally, I have a masters degree in public administration with a specialization in local government management and financial management. During my tenure at the Askew School, I was given a chance to work hands on with agents in local government on all aspects of running a city, from formulating a budget to working with members of the community who had grievances with the city.

All in all, I definitely feel that my real world experience coupled with my education background and the opportunities afford to me by both have made me a genuinely qualified candidate to sit on advisory board in Alachua county with the hopes of improving the lives of our citizenry.

What contributions do you feel you could make if you were selected for this board?

I feel that my contributions to this advisory board would be three-fold: a) I feel that my experience within various aspects of the political realm allows me to understand a whole multitude of political actors are coming from when presenting problems to the board, b) I feel that my educational credentials will give me knowledge and know-how to really tackle some of the more complicated issues that may come up before the board, and finally c) I think my unique experiences as a young person of minority status will provide an interesting perspective on all issues before the board.

As I have stated in my previous answer, I have worked in two non-profits, some political campaigns and even in some legislative offices and have found that working within the political arena from all these various viewpoints has really opened up my eyes to how various political actors interpret their surroundings. I feel that understanding where an individual or group is coming from is the best method by which to understand, dissect, and solve their issue.

Academically speaking, I have the knowledge necessary to interpret social and economic questions affecting our community from both the political and administrative viewpoints. The dichotomy that exists between the political implications of an issue and the administrative implications of an issue is a very fine line that too often is ignored by many people who can't see the difference between these two very different, albeit connected, entities.

Finally, as a young 27-year old Hispanic, I really came from a very unique place when compared to the social makeup of our county at large. Growing up in an underdeveloped section of Miami-Dade county with hardly any real economic resources, I know what it means to struggle and I know what it means to be an outsider. I know what it takes to sympathize and support individuals in dire situations and hopefully I can help assist some of those in Alachua County who feel least represented.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

received 10-21-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Economic Development Advisory Committee

Board Position (type of position/category): Active Real Estate Professional w/ economic business / development

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

Please return to:
Alachua County Board of Commissioners
Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: DEAN RYAN CHESHIRE

ADDRESS: 1325 NW 53rd Avenue STE E CITY: Gainesville ZIP CODE: 32609

E-MAIL ADDRESS: deancheshire@yahoo.com TELEPHONE: HOME: 352.745.1883 OFFICE: 375-2121

OCCUPATION: Real Estate / Property Manager PLACE OF EMPLOYMENT: Gainesville, Cheshire Companies

EDUCATION: Bachelors, Political Science, M.B.A. Masters in Business Administration PROFESSIONAL ORGANIZATIONS: Chamber of Commerce, Realtor

AGE: 60 and over ☐ *(Some committees/boards require 60 year age minimum for appointment)*
OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ___ Asian ___ Hispanic ___
Native American ___ Pacific Islander ___ White ___ Other ___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☒ NO ☐ If yes, how long? 28 years If no, what county? ___

Are you currently serving on a board?
No ☒ Yes ☐ Name of board(s): ___

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Entrepreneurial Small Business owner,
MBA, advanced economics understanding

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Sustainable development experience + instruction

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

- Strong understanding + proof of success in business, entrepreneurship
- Ties to UF + Santa Fe
- Strong educational background pertaining to committee's focus

Under Florida law, all information, including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☒ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
YES ☒ NO ☐ 10-20-2010 DATE Dean R. Cheshire SIGNATURE

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ☒ NO ☐ 10-20-2010 DATE Dean R. Cheshire SIGNATURE

1325 N.W. 53rd Avenue Suite E • Gainesville, Florida 32609 • 352.745.1883 •
dean@cheshirecompanies.com

Dean R. Cheshire

SUMMARY

- Co-founder & Head of Virtual Production, 10VOX Entertainment, LLC. 10VOX Entertainment, LLC owns the TRACKSTERS and KooKeys product lines.
- Areas of Expertise: start-up companies, strategic business design, contract negotiations, technology development, and project management
- International business experience: China, Israel, France, Spain, Russia, Argentina, Australia, Canada.
- Licensed Real Estate Salesperson & Small Business Owner

SKILLS & ACCOMPLISHMENTS

M.B.A., University of Florida Hough Graduate School of Business (2009)

Earned M.B.A. while working full-time as an active partner in three separate businesses; graduated near top of class.

Co-Developer of TRACKSTERS, *2009's Australian Boys Toy of the Year*

Strategic planner, project manager, and co-developer of 10VOX Entertainment's TRACKSTERS product line. TRACKSTERS received national televised coverage with the Top Toys Under $20 as presented by Anderson Cooper on LIVE! with Regis & Kelly in 2009. The TRACKSTERS line has been dubbed a "paradigm shifter" by a leading industry resource, PlayThings *magazine.*
www.TRACKSTERS.com

Co-Inventor of Intellectual Property for Massive Multiplayer Online Games: Five Patents Pending

Instrumental in the development of two utility applications and three provisional patent applications pertaining to navigation, design, delivery medium, and e-learning functions for Massive Multiplayer Online Games (MMOG's); officially recorded as a co-inventor on each of these applications.

Subject of Study for the Warrington College of Business Center for Entrepreneurship & Innovation *GatorNest* Program (2005)

As the Chief Operating Officer of BioFilter Systems, LLC, I worked to turn the company's environmentally friendly, highly energy-efficient fluidized bed filtration technology into a viable business model. In recognition of our budding success as a "green" company, the GatorNest team performed an in-depth study of our business model, operations, and management. I had the honor to become an integral part of their entrepreneurial research into our company.

PROFESSIONAL EXPERIENCE

2004— 2005 — ***BioFilter Systems, LLC*** — ***Gainesville, Florida***

Chief Operating Officer
Head of Operations & Strategic Development for BioFilter Systems, LLC.

2004— 2010 — ***Southern Equity Investments, Inc.*** — ***Gainesville, Florida***

Vice President
Southern Equity Investments is a diversified real estate investment and holdings company with over 200,000 square feet of commercial holdings in Florida and Texas. As Vice President of the company, my role includes investment analysis, managing marketing efforts, negotiating strategic partnerships, and property management.

2006— 2010 — ***DRC Properties, LLC*** — ***Gainesville, Florida***

Owner / Manager
DRC Properties owns and manages a portfolio of commercial real estate.

2007— 2010 — ***10VOX Entertainment, LLC*** — ***Gainesville, Florida***

Co-founder; Head of Virtual Production
10VOX Entertainment, LLC was founded by a small group of local investors to develop innovative product-based MMOG's to capitalize on the explosive growth of the MMOG phenomenon. During my tenure at 10VOX, I have collaborated to co-develop two product-based Massive Multiplayer Online Games: TRACKSTERS and KooKeys, as well co-invent new technologies for used in these products. My role includes contract negotiations, international project management, strategic business planning, marketing, software design, and intellectual property development.

EDUCATION

Degrees

2000— 2003 — ***Santa Fe Community College*** — ***Gainesville, Florida***

Degree: Associate of Arts

2003— 2005 — ***University of Florida College of Liberal Arts & Sciences*** — ***Gainesville, Florida***

Degree: Bachelor of Arts
Cum Laude, 3.75 GPA

2007— 2009 — ***University of Florida Hough Graduate School of Business*** — ***Gainesville, Florida***

Degree: Masters of Business Administration

CERTIFICATIONS

2005—

Licensed Florida Real Estate Salesperson

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE Economic Development

Board Position (type of position/category): Advisory Board member / citizen

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

Please return to:
Alachua County Board of Commissioners
Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: Julia "Julie" Cole

ADDRESS: 3603 NW 63rd Place CITY: Gainesville ZIP CODE: 32653

E-MAIL ADDRESS: jjhcole@aol.com TELEPHONE: HOME: 352-871-5354 OFFICE:

OCCUPATION: Real estate Broker/Writer PLACE OF EMPLOYMENT: Cole Development/Realty

EDUCATION: NYS College @ Oneonta PROFESSIONAL ORGANIZATIONS: GACAR, NAR, FAR

AGE: 60 and over ☐ *(Some committees/boards require 60 year age minimum for appointment)*
OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ___ Asian___ Hispanic ___
Native American ___ Pacific Islander ___ White ✓ Other___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☑ NO ☐ If yes, how long? 5,5 yrs If no, what county?_____

Are you currently serving on a board?
No ☐ Yes ☑ Name of board(s): Economic Development

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Please see resume attached/on file

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Real Estate school pls see resume attached
Real Estate · Development // Countywide Job fair organizer 2009

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

I am involved daily in residential & Business Development w/ investors and large Builders. I own & operate a small Business.

Under Florida law, all information, including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☑ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
YES ☑ NO ☐ 11/7/10 DATE Julia E Cole SIGNATURE

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ☑ NO ☐ 11/7/10 DATE Julia E Cole SIGNATURE

352-871-5354 jjhcole@aol.com

JULIA "JULIE" COLE

I have 27 years of work experience that includes operating my own company, managing multimillion-dollar business deals, that includes traveling the state and boardroom meetings. I've traveled the country, managed several newsrooms and real estate offices and employees. I am a self-starter with a very strong work ethic and character. I am a team player and will be loyal. I am excellent at managing projects and people. I have great communication skills and will work hard at getting people on the same page. I am excellent at collecting information and analyzing the best course of action. I have managed budgets and projects that range in value from $100,000 to $12 million.

PRESIDENT
Cole Development & Realty, LLC, Gainesville, FL 2007-present
Owner of Real Estate, Property Management, Development Consulting and landscaping firm, that handles project management for land development and spec house construction, property management of rental homes, commercial property, landscaping services, and residential real estate. I manage all aspects of the business, including administration, accounting, public relations, marketing, employee management, customer service and state licensing. I have a staff of six. We manage Oak Tree Landing airport and residential development in Gilchrist County, FL, a large-scale, 800-acre subdivision moving through the zoning process. I handled all budgeting and supervision of our spec home building project.

PARTNER/BROKER
Cole & Sharp Development LLC, Gainesville FL 2006-2007
Partnered in a real estate and construction company that handled custom home building, residential real estate, property management, and development consultation. I managed all aspects of the real estate and development consulting, budgeting, administration, employee management and state licensing. I also acted as superintendent on our spec home construction and worked with our customers in the custom-home division.

REAL ESTATE AGENT
Prudential Preferred Properties, Gainesville, FL 2005-2006
Residential real estate agent handled multi-million-dollar transactions.

REAL ESTATE AGENT
AAA Century 21, Hollywood, FL 2002-2005
Residential real estate agent handled multi-million dollars in transactions.

JOURNALIST/Managing Editor
Various cities 1984-2002
Worked as a reporter and editor for various newspapers and magazines outside of Washington, DC, San Francisco, and Miami. Wrote about a variety of hard news subjects including the State Department, business, city government, school boards, education and entertainment. Held the Managing Editor position at a weekly newspaper in Montclair, CA, and was in charge of all management of the newsroom. Was the business design editor at the Sun-Sentinel, Fort Lauderdale.

NEW YORK STATE UNIVERSITY AT ONEONTA
Oneonta, NY 1981-1984 Communications
I also attended real estate schools throughout Florida to earn hours necessary for licensing and continuing education.

ADDITIONAL SKILLS: Great at managing people, organizational skills, project management, understanding local government, computer skills, analytical skills, graphic design skills, writing, communications, business management, construction management, real estate law and contracts, negotiating skills.

Julie Cole

Owner/President/Broker at Cole Development & Realty, LLC

jjhcole@aol.com

Summary

I am well versed in property analysis and real estate investment analysis. I am excellent in closing the transaction and moving parties forward. I am level-headed and understand what it takes to make money in real estate. I am an excellent project manager.

I am currently working on a high-end, fly-in home and golf community development, a Steinhatchee RV park development, a Costa Rica commercial vacation development and many residential and vacant land sales throughout North Florida.

Specialties

residential development, residential sales, property management, real estate sales management, small business administration, aviation real estate, fly-in communities, resort community development

Experience

Cole Development & Realty, Airport and Property manager Oak Tree Landing airport at Cole Development & Realty LLC

October 2007 - Present (3 years)

Property manager of Oak Tree Landing, once called Rudy's Gliderport in High Springs, FL

Owner and President at Cole Development & Realty, LLC

April 2006 - Present (4 years 6 months)

I became a real estate broker in 2006 because I love everything about real estate and housing. At first, I started my business in 2006 with a residential contractor and built spec homes in the affordable housing market and custom homes. In 2007, I went out on my own to form my own brokerage and development company. Since 2002, I have been involved in multi-million dollar transactions, residential development, inner-city re-development, large land sales, residential sales, commercial development, start-up companies, property management, landscaping, spec home building and personal investment properties.

25 recommendations available upon request

Job Fair coordinator at Grace at Fort Clarke United Methodist Church

2009 - 2010 (1 year)

Realtor at Prudential Preferred Properties

June 2005 - August 2006 (1 year 3 months)

I was a real estate agent working on residential sales and multi-million dollar land transactions in the greater Gainesville, FL area that included several neighboring counties.

Realtor at Century 21 AAA
January 2002 - June 2005 (3 years 6 months)

I worked as a Florida licensed real estate agent in South Florida handling residential sales and rental transactions totaling in the millions of dollars.

Design editor at South Florida Sun Sentinel
June 1992 - January 1998 (5 years 8 months)

I was an editor and designer for this South Florida paper and worked on the national, business and local sections of the newspaper.

1 recommendation available upon request

Night Metro Editor at Peninsula Times Tribune
January 1989 - October 1992 (3 years 10 months)

I was the news Night Metro Editor and designer. I worked with reporters and editors on the daily newspaper national, business and local sections.

1 recommendation available upon request

Education

State University of New York College at Oneonta
Communications, 1981 - 1984
Activities and Societies: President of Pi Delta Chi sorority

Valley Central High School
1977 - 1981

Honors and Awards

Former Elder of First Presbyterian Church of Hollywood, FL.
Chair of the Grace United Methodist Church 2009 Job Fair

Interests

Real estate investments, construction, residential and commercial, vacant land, aviation real estate, fly-in communities, resort development,

Julie Cole

Owner/President/Broker at Cole Development & Realty, LLC

jjhcole@aol.com

LinkedIn

28 people have recommended Julie

"Julie is the ultimate professional with an extensive amount of knowledge in the real estate industry as a whole! To be able to work with such a woman, and hopefully be able to absorb some of her knowledge, is a pleasure and an honor!"

— **Amy Hogue**, *Real Estate Sales Associate, Cole Development & Realty, LLC*, reported to Julie at Cole Development & Realty, LLC

"I worked with Julie when she was a Realtor in South Florida and I have found her to be a dedicated professional that maintains the highest standards of ethics and service to her clients. Im just sad she moved north."

— **Mason Pruner**, *Manager, Wells Fargo Home Mortgage*, was with another company when working with Julie at Cole Development & Realty, LLC

"Julie sold my house in a few hours..granted market was prime, but her dedication to presentation, real estate knowledge, and personality made it happen...i could check all those boxes above having known Julie for about 5 years in south florida where we worked together on numerous church activities How are you Julie?"

— **Sue Kinzer**, was Julie's client

"Julie is a realtor who is busy when most are leaving the business. Once you work with her you will see why. Julie's results driven perspective combines with uncomprimising customer service to achieve superior results."

— **Bill Nettleton**, was Julie's client

"I have known Julie for over ten years as a neighbor, friend and more recently as a co-worker. I have found her to be not only a great person, but a very smart, creative and honerable business person. Her knowledge of the area along with her creative thinking in any transaction make her a top-notch realtor and broker."

— **Peter McElwain**, *Realtor, Cole Develpment & Realty, LLC*, reported to Julie at Cole Development & Realty, LLC

"Julie is a well organized individual determined to succeed and win. She amazes me with her focus and drive to excel beyond the status quo or standards. I highly recommend Julie as a strategic partner to help take you to the next level."

— **Holly Svekis**, *Local Accounts Sales Manager, Sun-Sentinel*, worked with Julie at Cole Development & Realty, LLC

"I have worked with Julie for several years and she is very professional, knowledgeable and responsive to all tasks and projects she handles.It is a pleasure working with her."

— **john bastow**, *VP Engineering, george f young inc*, was with another company when working with Julie at Cole Development & Realty, LLC

"My position has me dealing with very affluent members for our private sporting Club. Not only has the Club worked with Julie but I have recommended her to our members for their real estate needs. She has always been extremely professional and has a talent for providing the right property for her clients and my members."

— **Leiza Fitzgerald**, was Julie's client

"Julie has worked for us for the past 4 years in several roles. As a property manager of over 815 acres, she has continued to limit our costs while not suffering the integrity of our property. As a Consultant, Julie is exceptional at creating and maintaing lasting relationships in the market that we are working in. Julie has been an enormous asset in helping us work through difficult situations."

— **Cary Goldberg**, was Julie's client

"Julie knows how to bring disparate parties together to really make things happen. I have great respect for her thought process and creativity, as well as her passion for her work."

— **Marc Schnoll**, *Owner, Sexton & Schnoll, CPAs*, was a consultant or contractor to Julie at Cole Development & Realty, LLC

"Julie is a pleasure to work with and is always thoughtful about the type of information her client would like."

— **Marc Shuster**, *Attorney, Berger Singerman*, was with another company when working with Julie at Cole Development & Realty, LLC

"Julie is an honest and dependable person who always delivers what she says she will. Her business ethics are above reproach."

— **Rick Weder**, *Chief-Director Senior Citizen Food Pantry, Waccasassa Fire Dept*, was with another company when working with Julie at Cole Development & Realty, LLC

"Editor-reporter relationships thrive on the ability of the editor to bring out the best in the reporter.

Julie had a knack for listening closely to problems in completing stories or finding sources of information and suggesting multiple tactics for getting answers. She also had a unique skepticism that served the newspaper well in assisting reporters to analyze reports and information issued by government agencies and to sift through data to find the most meaningful and relevant information for our readers, intelligent, high-income and discerning residents of Silicon Valley and Stanford University. She was among the most upbeat, positive and encouraging editors I've had the pleasure of working with."

— **Carolyne Zinko**, *reporter, Peninsula Times Tribune, Palo Alto CA*, reported to Julie at Peninsula Times Tribune

"Julie and I discuss North Central FL real estate on a regular basis and she is always on point with her discussions. In an effort to discuss one of the subdivisions that my company developed in Gilchrist County, Julie brought some hard and realistic numbers to the table, and showed that she had done her homework to gather the right information and give the appropriate recommendations. She is thorough, pays attention to detail, and left me impressed with the effort that she made to make sure I had what I needed to make the right decision on how to go forward. In addition, Julie and I have worked together to develop a Business Directory for Grace United Methodist Church. Her ideas and enthusiasm have been instrumental in shaping the direction that we took to implement the project."

— **Alejandro Wyszkowski**, *Managing Member, North Central Development*, was with another company when working with Julie at Cole Development & Realty, LLC

"Julie is, by far, one of the most gifted professionals with whom I've ever worked. She not only thoroughly understands her chosen discipline, but she also "gets" and employs keen perspective regarding the bigger "cross-discipline" picture in every business situation. I have unconditional confidence in providing the highest possible recommendation for Julie, not only because of her tremendous business acumen, but also because of her personal integrity and commitment to quality in everything she does."

— **Lance Perkins**, *Vice President of Marketing, Home Diagnostics, Inc.*, was with another company when working with Julie at Cole Development & Realty, LLC

"Julie 's local knowledge was invaluable in helping work out issues with Gilchrist County officials and neighbors for a large multi-use project located in Gilchrist County and Alachua County."

— **Jim Farr**, *VP_Planning, George F. Young, Inc.*, was with another company when working with Julie at Cole Development & Realty, LLC

"I've worked with Julie on a range of issues related to new housing and other development in the City of Trenton and Gilchrist County. I've always found her to be extremely professional and savvy. Moreover, she seems to take a real, personal interest in her work and that shows in the final product. I highly recommend her."

— **Jered Ottenwess**, *City Manager, City of Trenton*, was with another company when working with Julie at Cole Development & Realty, LLC

"Julie has successfully lead, managed and participated in a very large scale, complex 1000+ acre development which includes aviation, golf, and equestrian facilities. Activities required included assisting with planning and zoning at both the state (FL) and County levels, for the approval of the aviation community which contains two airstrips, hanger homes, club-houses, at least on 18 hole golf course, club houses, and a water treatment facility to name a few. Julie has been instrumental in the day to day management, maintenance and upkeep of the acreage while also assisting with the zoning and planning commission, and the coordination of professionals required to prepare the site plan including the FAA, aviation attorneys and consultants, surveyors and engineers, golf course designers, and city/county officials, in addition to execution of continued marketing and sales efforts including both local events and fly-in's. Julie has also established a successful real estate brokerage business locally in North Central Florida, as well as building a well deserved reputation as an expert in airpark property planning, development, marketing and sales."

— **Gary Burns**, *partner, live oak airport project*, worked directly with Julie at Cole Development & Realty, LLC

"I would highly recommend Julie Cole as an energetic and dynamic professional in her field as well as being someone with a high level of integrity."

— **Michael Steinberg**, *Owner, The Prestige Group*, was a consultant or contractor to Julie at Cole Development & Realty, LLC

"Julie is fantastic to deal with. She connects well with clients and is quite personable and friendly. Her many years of expertise give her real insight into the real estate market and I would highly reccommend her to anyone."

— **Jeffrey Hogue**, was Julie's client

"I cannot say enough wonderful things about Julie, her work ethic, knowledge and desire to learn more to become the utmost professional. She is inquisitive and works tirelessly to understand the needs of her clients and achieve their goals or objectives. Julie never loses sight of the multiple tasks she is working on or the ethical standards she needs to exemplify to the public and private groups she encounters or works with each day. She is a testament to her profession and a person you can feel confident in."

— **David Shaggy**, *President - Investement Management, Stiles Corporation*, was with another company when working with Julie at Cole Development & Realty LLC

"As a newspaper designer, Julie was the definition of grace under pressure. Not only was she extremely talented and efficient at a job that demanded both creativity and accuracy on a daily

deadline; she was also a pleasure to work with. Julie could be counted on to come up with solutions, even under trying circumstances."

— **Eileen Spiegler**, *Page 1 designer, Sun-Sentinel*, worked directly with Julie at South Florida Sun Sentinel

"Julie is very knowledgeable about her market area, is very responsive to client requests, and communicates her points clearly and concisely."

— **Sam Poole**, *Shareholder, Berger Singerman*, was with another company when working with Julie at Cole Development & Realty LLC

"When you needed advise or consoling, Julie was the person everyone turned to. Her calm demeanor and diplomatic ways kept us all in check many miles away from home. Oneonta was a small town with an abundance of students so the part time job hunt was competitive. Julie always seemed to have pocket money and landed jobs with ease. We were all amazed when she began working as sole chef for a fraternity house with 20+ members. Julie's confidence along with her gentle magic touch had those rowdie hoologans behaving like alter boys. I miss you Julie."

— **Gayle Durham**, studied with Julie at State University of New York College at Oneonta

"Julie Cole is one of the most wonderful people to work with and for. She is extremely efficient and works well in any given cenario. Working for Julie help me become more confident in my work and in the work that we did. I can never say enough good about her and her intentions."

— **Liberty Phoenix Lord**, *Owner, INDIGO*, reported to Julie at Cole Development & Realty LLC

"Julie is one of a kind, when anything is in her way, that anything will be following her in a short period of time. Over the few years that I have work beside Julie she has her life in order; GOD first, Family second, and to be the best that she can be with anything that involves around her."

— **Cloud Haley**, *Owner, Fortune Hi-Tech Marketing*, was with another company when working with Julie at Cole Development & Realty LLC

"Over the past year or more I have had the opportunity to work along side Julie while she has represented a large client from outside of Gainesville. The project has had many challenges, both regulatory and political. Julies knowledge and ability to see the approaching hurdles has been impressive. I can reccommend her without reservation for anyone in need of her services."

— **Todd Gray**, *Owner, Gray Construction Services*, was with another company when working with Julie at Cole Development & Realty LLC

"Julie is very effective at getting things done. She is a creative problem solver who is able to see the forest through the trees. I have worked with her on some very complicated and controversial projects and she has effectively managed many different stakeholders and situations. She is a

great person to work with."

— **Christian Newman**, *President, Pandion Systems, Inc.*, was a consultant or contractor to Julie at Cole Development & Realty LLC

Contact Julie on LinkedIn

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3295

Name of Advisory Board/Committee:
Economic Development Advisory Committee (EDAC)

Applying For:
Actively engaged with economic development organizations

First Name:
Marty

Middle Initial:
E

Last Name:
Goodkind

Suffix:

Address:
9075 SW 25 RD

City:
Gainesville

Zip Code:
32608

E-Mail Address:
martygoodkind@bellsouth.net

Home Phone:
(352) 331-5407

Work Phone:
(352) 215-6683

Ext:

Occupation:
Self Employed-

Place of Employment
Sunbelt Moving and Delivery Inc.

Education:

Graduated 1986: The University of Florida: BS Telecommunications

Professional Organizations:

Worked at Alachua County Crisis Center 1983-1986

Member, Chamber of Commerce

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

30 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

The experience I would bring to this appointment would reflect that for almost 30 years I have been self employed. I understand 100% the environment to which businesses must operate in order to succeed. I also know the needs of employees and what it requires of business to not only hire the right people but to sustain a long term relationship with their personnel.

What contributions do you feel you could make if you were selected for this board?

I would be able to contribute my extensive knowledge of Alachua County. My business of 30 years has required me to visit all corners of the county and everywhere in between on a regular basis. My wife always jokes that I seem to know every pot hole, street, neighborhood and business in the area. I also can bring to the EDAC my experience in the local housing market. My business is directly related to housing sales. I also have lived in Gainesville first as a renter and then as a homeowner as well as also being a landlord. I have owned five homes in the county through the years(built two)and bought and sold several commercial properties as well. All of my experience mentioned above is an important asset as it relates to economic development due to the fact that housing sales along with construction (residential and commercial)are the economic engine that fuels most of our economy. I would like to make one last point crystal clear. Nothing happens without jobs! Every job is important and we

should put just as much emphasis on creating $12-$18 per hour jobs as we would for higher paying professional positions. All are equally necessary for economic development.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3199

Name of Advisory Board/Committee:
Economic Development Advisory Committee (EDAC)

Applying For:
Alachua County Resident

First Name:
RUBEN

Middle Initial:
O

Last Name:
RAMOS

Suffix:

Address:
4113 NW 68TH DRIVE

City:
GAINESVILLE

Zip Code:
32606

E-Mail Address:
gatorruben@yahoo.com

Home Phone:
352-377-7639

Work Phone:
352-339-4635

Ext:

Occupation:
Community Banker/Lender

Place of Employment
Capital City Bank

Education:

University of Florida-BA Graduate,and
Santa Fe C.College degree in Business Admin. and Legal Assistant.

Professional Organizations:

Gainesville Area Chamber and member of the Chamber's Small Business Development Council.

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

Hispanic

Are you a resident of Alachua County?

Yes

If yes, how long?

12 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Past President & board member University City Kiwanis Club,
Leardership Gainesville Class 31, Current board member Friends of Paynes Prairie Board.

Training or Experience Related to the Appointment:

Have 29+ years of extensive business, real estate and financial management experience and community service along with an educational background in business administration and legal training.

What contributions do you feel you could make if you were selected for this board?

To actively serve and contribute by providing leadership & support and to bring years of practical business experience in order to successfully support the mission, programs and projects of this advisory board.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

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Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

received 12-29-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE Economic Development Committee

Board Position (type of position/category): Alachua County Resident / Business Owner

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

Please return to:
Alachua County Board of Commissioners
Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: Kevin T. Riordan

ADDRESS: 6503 S.W. 35 Way CITY: Gainesville ZIP CODE: 32608

E-MAIL ADDRESS: Riordan6@hotmail.com TELEPHONE: HOME: 352-219-7777 OFFICE: 352-2197777

OCCUPATION: Consultant/Realtor/Insurance PLACE OF EMPLOYMENT: Eaeborough Company, Mitchell Realty

EDUCATION: Santa Fe College PROFESSIONAL ORGANIZATIONS: National Association of Realtors Florida Association of Realtors, Rotary, Florida Association of Independent Insurance Agents

AGE: 60 and over ☐ *(Some committees/boards require 60 year age minimum for appointment)*

OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ___ Asian___ Hispanic ___ Native American ___ Pacific Islander ___ White ✓ Other___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☑ NO ☐ If yes, how long? 38 years If no, what county?_____

Are you currently serving on a board?
No ☐ Yes ☑ Name of board(s): Bicycle Pedestrian Advisory Board

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Built Retail operation from Ground up to 5 stores & Wholesale Distribution in Same field Developed & Managed Real Estate. Starting Carreer in Indepent Insurance Sales.

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Self Employed my Entire Life. Created Commerce where there was none. Created Employment where there was none

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

Creative Force to Bring Quality Jobs to our County. This is a Passion for me. The Unemployment Statistics in Alachua County Do not Reflect the Talent that gets away After Graduation from the Jacks. Opportunity

Under Florida law, all information, including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☑ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
YES ☑ NO ☐ 12/20/2010 DATE _____ SIGNATURE

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ☑ NO ☐ 12/20/2010 DATE _____ SIGNATURE

Rev. 10/2008

received 12-28-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE Economic Development Committee

Board Position (type of position/category): Economic Development Organization or Alachua County Resident

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

Please return to:
Alachua County Board of Commissioners
Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: Timothy J. Treweek

ADDRESS: 9607 SW 40th Lane CITY: Gainesville ZIP CODE: 32608

E-MAIL ADDRESS: ttreweek@dukeinsuranceagency.com TELEPHONE: HOME : 352-514-7986 OFFICE: 352-333-3880

OCCUPATION: Business Owner - Insurance Agency PLACE OF EMPLOYMENT: The Duke Agency, LLC

EDUCATION: University of Florida, BA PROFESSIONAL ORGANIZATIONS: Chartered Property Casualty Society, Florida Association of Insurance Agents

AGE: 60 and over ☐ *(Some committees/boards require 60 year age minimum for appointment)*
OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ___ Asian___ Hispanic ___ Native American ___ Pacific Islander ___ White ___ Other___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☒ NO ☐ If yes, how long? 40 years If no, what county?_____

Are you currently serving on a board?
No ☒ Yes ☐ Name of board(s): _____

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Grievance Committee Member for The Florida Bar Eighth Judicial Circuit, 2006 - 2009, Board Member ACORD 1997-1999, President Gainesville Association of Insurance Agents, 1985, Sales and Marketing Production Committee, Florida Association of Insurance Agents, 1993-1995, Insurance Advisory Committee, Santa Fe Community College, 1987-1992

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

I have 30 years of experience as an entrepeneur and business owner in the Gainesville/Alachua County community that will help me serve the community in identifying and completing economic development opportunities for the benefit of all citizens

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

I can bring positive energy and business insight to the board to help the county achieve its goals of 1.) Enhancing the economic prosperity of all citizens of Alachua County and, 2.) Expanding and diversifying the tax base. As someone new to the board I can offer a fresh perspective to the process of growing a diversified and strong local economy.

Under Florida law, all information, including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☒ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
YES ☐ NO ☒ 12/21/2010 DATE Timothy J. Treweek SIGNATURE

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ☒ NO ☐ 12/21/2010 DATE Timothy J. Treweek SIGNATURE

Rev. 10/2008

received 9-23-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: EDAC

Board Position (type of position/category): Economic Dev Organization

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

Please return to:
Alachua County Board of Commissioners
Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: Dr William A. Van Dyke Jr

ADDRESS: 8408 SW 8th Ave CITY: Gainesville ZIP CODE: 32607

E-MAIL ADDRESS: vandykewp87@yahoo.com TELEPHONE: HOME: 352-372-4854 OFFICE: —

OCCUPATION: Consultant PLACE OF EMPLOYMENT: Self

EDUCATION: DSc Engineering PROFESSIONAL ORGANIZATIONS:

AGE: 60 and over ☑ *(Some committees/boards require 60 year age minimum for appointment)*

OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ___ Asian___ Hispanic ___ Native American ___ Pacific Islander ___ White ✓ Other___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☑ NO ☐ If yes, how long? 8yrs If no, what county?_____

Are you currently serving on a board?
No ☒ Yes ☒ Name of board(s): EDAC

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Retired Faculty University of Florida
Professional Engineering Management Society
International Systems Engineering Society

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Served with Department of Energy Policy Affairs
Program of Business Planning & Strategic Planning

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

Contribution of Comp Planning & Strategic Planning of Eco Dev

Under Florida law, all information, including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☑ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
YES ☒ NO ☐ 9-23-10 (DATE) William A. Van Dyke (SIGNATURE)

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ☒ NO ☐ 9-23-10 (DATE) William A. Van Dyke (SIGNATURE)

Rev. 10/2008

EDAC RESUME SEPT 2010 EXTENDED TERM

Dr. William A. Van Dyke, Jr.

8708 SW 8th Place, Gainesville, Florida 32607

352-332-4859, vandykewp87@yahoo.com

Related Experiences

- Served 2 years EDAC term (2008-2010), Chair.
- Member & Past Board of Trustees of Gainesville Area Innovation Network (GAIN), 2005-
- Member & Past Treasurer of Retired Faculty of University of Florida (RFUF), 2004-
- Counselor, Member & Past Secretary of SCORE, 2004-
- Business Consultant & Counselor: Economic Development, Business Planning & Startups, Intellectual Property Protection, 2003-
- Researcher and author of two published books & several papers; How To Protect Your Intellectual Property and Make A Profit, 2009 copyright; Strike The Tent and Move On, 2005 copyright, technology developments and their impacts.

Other Experiences

- Distinguished service and Awards with Departments of Energy and Defense (Government Strategic Plans and Public Policy Affairs).
- Professor teaching & graduate studies, Systems Engineering, Technology Systems, and Computer Information Systems at Johns Hopkins University, George Washington University, University of Maryland.
- Lectures, Research and Counselor: Business Development, Engineer Systems, Technology Systems, Intellectual Property, Technology and Economic Development.

Education

- Master and Doctor of Science of Engineering, George Washington University
- Bachelor of Science, Mathematics & Sciences, East Texas State University (Texas A&M at Commerce)
- Graduate Studies: Physics, Engineering Management, Business Administration, Production/Manufacturing

Why Serve

- I would like to volunteer my service and experiences to Alachua County Economic Development Advisory Committee in Comprehensive Planning and Strategic Planning.
- My Wife and I have lived in Gainesville since 2002.

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE JANIE S. WILLIAMS

Board Position (type of position/category): VICE CHAIR

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

Please return to:
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Attn: Advisory Board Coordinator
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Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: JANIE S. WILLIAMS

ADDRESS: 811 SW 5TH STREET CITY: G'VILLE FL ZIP CODE: 32601

E-MAIL ADDRESS: JAIDEE811@aol.com TELEPHONE: HOME: 352 378-4566 OFFICE:

OCCUPATION: RETIRED PLACE OF EMPLOYMENT: N/A

EDUCATION: BA MASTER of Ed - PROFESSIONAL ORGANIZATIONS: PAST School Bd Member -

AGE: 60 and over ☒ *(Some committees/boards require 60 year age minimum for appointment)*

OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American X Asian___ Hispanic ___ Native American ___ Pacific Islander ___ White ___ Other ___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☒ NO ☐ If yes, how long? life If no, what county?_____

Are you currently serving on a board?

No ☐ Yes ☒ Name of board(s): _____

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Elected - Past member School Bd - CRA.

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

On the job training/high interest to provide recommendation to update the county's strategic plan for sustainable Ec dev.

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

Would like to give back and serve my community to promote growth management and economic development -

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☒ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

YES ☒ NO ☐ 11-18-10 (DATE) Janie S Williams (SIGNATURE)

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?

YES ☒ NO ☐ 11-18-10 (DATE) Janie S Williams (SIGNATURE)

Rev. 10/2008

January 11, 2011 Regular BOCC Meeting
Agenda Item #9

Title
Health Facilities Authority: Appointment (Amended)

Amount
N/A

Description
Consider appointment of one citizen-at-large to the Alachua County Health Facilities Authority.

Recommendation
Appoint one citizen to the Alachua County Health Facilities Authority, term ending September 2014.

Alternative(s)
Continue to advertise vacancy.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
applications, membership roster, attendance sheet, tally sheet

Documents Requiring Action
N/A

Executive Summary
There is one vacancy on the Alachua County Health Facilities Authority, and three citizens have applied for appointment.

Background
The Alachua County Health Facilities Authority was authorized by Part III, Chapter 154 of the Florida Statutes as a requirement for those counties wishing to issue tax-exempt bonds to assist health facilities in the acquisition, construction, financing and refinancing of projects within the county. It was created by County Ordinance 80-44. The Health Facilties Authority is comprised of five members serving four-year terms. The Authority meets annually or on special occasions as warranted. Citizen-at-large (appoint one to a term ending September 2014): 1. Michael "Shane" Bailey (served 1 term, attendance satisfactory) 2. Richard K. Blount 3. Jodi Mansfield

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)

N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Health Facilities Authority Attendance.pdf
Attachment: Bailey Michael.pdf
Attachment: Health Facilities Authority Membership.pdf
Attachment: BlountK.pdf
Attachment: Health Facilities Tally Sheet.pdf
Attachment: MansfieldJ.pdf

COMMITTEE: Health Facilities Authority **01/11/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Citizen-at-large – appoint one to a term ending September 2014:					
Michael "Shane" Bailey (served 1 term on this board, attendance satisfactory. Also serves on Health Care Board, attendance satisfactory) Present	✓	✓	✓	✓	✓
~~Richard K. Blount~~ *					
Jodi Mansfield Present					

5

* Mr. Blount serves on:
Affordable Housing Advisory Committee
Housing Authority Board
— the Housing Authority Board is a decision-making body, as is the Health Facilities Authority. Therefore Mr. Blount can only serve on one or the other.

Health Facilities Authority

3 year terms

STAFF: Brent Waible - (352) 264-6761
STAFF: John Haswell - (352) 376-5226

NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 2/27/2007 Previous member: Bailey, Mr. Michael - Term Expired 9/30/2010 Category: Citizen-at-Large		9/30/2014		County
Ernest Moyer Appt Date: 10/1/2008 Previous member: Category: Citizen-at-Large	4300 NW 23rd Avenue, Ste. 530 Gainesville, FL 32606 (h)(352) 373-9527 (w)(386) 462-4285 ehmoyer@aol.com	9/30/2012	2	County
James C Emerson Appt Date: 1/26/2010 Previous member: Category: Citizen-at-Large	10721 SE US 441 Micanopy, FL 32667 (h)(352) 466-3819 (w)213-8901 jimerson@gator.net	9/30/2013	6	County
John Ives Appt Date: 1/26/2010 Previous member: Category: Citizen-at-Large	5723 SW 36th Way Gainesville, FL 32608 (h)(352) 336-5982 jeiapi@aol.com	9/30/2013	4	County
F. Parker Lawrence Appt Date: 1/26/2010 Previous member: Category: Citizen-at-Large	2101 NW 24th Avenue Gainesville, FL 32605 (h)(352) 376-0800 (w)(352) 373-4160 lawrencelaw@bellsouth.net	9/30/2013	4	County

Report Date: 12/7/2010 @ 4:26 PM

Health Facilities Authority
Staff Liaison: Brent Waible, John Haswell

Member	Position	Mbr Start	Mbr End	2/26/2009 4:30 PM	9/17/2009 4:30 PM	11/3/2009 4:30 PM	2/25/2010 4:30 PM	5/11/2010 4:30 PM	9/1/2010 4:30 PM	Meetings Attended
Bailey, Mr. Michael	Citizen-at-Large	2/27/2007	9/30/2010	P	A	P	A	P	A	3 of 6
Emerson , James C	Citizen-at-Large	1/26/2010	9/30/2013	P	P	P	P	P	P	6 of 6
Ives , John	Citizen-at-Large	1/26/2010	9/30/2013	P	A	P	P	A	A	3 of 6
Lawrence , F. Parker	Citizen-at-Large	1/26/2010	9/30/2013	P	P	P	P	P	P	6 of 6
Moyer, Ernest	Citizen-at-Large	10/1/2008	9/30/2012	P	P	P	P	P	P	6 of 6

[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record]
[--=Member Not Active]

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Alachua County Health Facilities Board

Board Position (type of position/category): Citizen at Large

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

received 11-18-10

Please return to:
Alachua County Board of Commissioners
Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: Michael "Shane" Bailey	"Shane"		
ADDRESS: 1810 NW 23rd Blvd #270	CITY: Gainesville	ZIP CODE: 32605	
E-MAIL ADDRESS: SBailey@wellflorida.org	TELEPHONE: HOME 352: 262-4355	OFFICE 352: 313-6500 x110	
OCCUPATION: Project Coordinator	PLACE OF EMPLOYMENT: WellFlorida Council		
EDUCATION: MBA, BS - Public Health	PROFESSIONAL ORGANIZATIONS: Cert. Health Education Specialist #8473, Healthcare Financial Mgmt Association		

AGE: 60 and over ☐ *(Some committees/boards require 60 year age minimum for appointment)*

OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ___ Asian___ Hispanic ___ Native American ___ Pacific Islander ___ White ☒ Other___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☒ NO ☐ If yes, how long? _____ If no, what county? _____

Are you currently serving on a board?

No ☐ Yes ☒ Name of board(s): AC Healthcare Board, AC Healthfacilities

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

CDC National Presenter, HRSA Grant Reviewer, Award winner for National Assoc. City & County Organization – Innovative Health care Approaches

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

12 year exp in public Health, management & health planning

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

Knowledge of previous actions and just overall knowledge about Alachua County Health Services

Under Florida law, all information, including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☒ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

YES ☒ NO ☐ 11/17/10 (DATE) M Shane Bailey (SIGNATURE)

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?

YES ☒ NO ☐ 11/17/10 (DATE) M Shane Bailey (SIGNATURE)

received 11-16-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

* NAME OF ADVISORY BOARD/COMMITTEE Health Facilities Authority

* Board Position (type of position/category): One citizen-at-large

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

RECEIVED
NOV 16 2010
COUNTY MANAGER

Please return to:
Alachua County Board of Commissioners
Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: BLOUNT, K. Richard, RN, MURP

ADDRESS: Box 14642 CITY: Gainesville ZIP CODE: 32604

E-MAIL ADDRESS: tanacabana@yahoo.com TELEPHONE: HOME: 352-278-8510 OFFICE:

OCCUPATION: Registered Nurse (1999-Santa Fe Comm. Coll.) PLACE OF EMPLOYMENT: SHANDS

EDUCATION: MURP (see below) 1986 PROFESSIONAL ORGANIZATIONS: *GGBNA (see below)

B.A. 1981, Wayne State - Urban Studies & Poli. Sci.

AGE: 60 and over ☐ *(Some committees/boards require 60 year age minimum for appointment)*

OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ___ Asian___ Hispanic ___ Native American ___ Pacific Islander ___ White ___ Other ___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☑ NO ☐ If yes, how long? 23yrs 5mos If no, what county? ~~X~~

Are you currently serving on a board? Alachua County Housing Authority
No ☐ Yes ☑ Name of board(s): Alachua-Bradford Workforce Development Board (FL WORKS)

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Masters in Urban & Regional Planning
experience in student recruiting/support in Community College Health Sciences
*Member-Greater Gainesville Black Nurses Association

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

1) Continuing perspective on overall community well-being in consideration of health svcs.
2) Community definition: potentiator of human potential (i.e. local gov't is charged with highest and best use of THAT capital as part of all other decisions)

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☑ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
YES ☑ NO ☐ 16 NOV 10 (DATE) K. Richard Blount RN MURP (SIGNATURE)

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ☑ NO ☐ 16 NOV 10 (DATE) K. Richard Blount RN MURP (SIGNATURE)

Rev. 10/2008

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3280

Name of Advisory Board/Committee:
Health Facilities Authority

Applying For:
Citizen-at-Large

First Name:
Jodi

Middle Initial:

Last Name:
Mansfield

Suffix:

Address:
6802 SW 93rd Ave

City:
Gainesville

Zip Code:
32608

E-Mail Address:
mansfjj@aol.com

Home Phone:
352-373-4727

Work Phone:

Ext:

Occupation:
Healthcare administration

Place of Employment
unemployed

Education:
MBA, UF 1980 with concentration in healthcare administration.

Professional Organizations:
ACHE

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

Are you a resident of Alachua County?
Yes

If yes, how long?
33 years

If no, what county?
Fl

Are you currently serving or have you ever served on an Alachua County advisory board?
No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:
30 years of senior management experience in healthcare administration

What contributions do you feel you could make if you were selected for this board?
Understanding of healthcare in general and specifically in Alachua County.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?
Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.
Checked

January 11, 2011 Regular BOCC Meeting
Agenda Item #10

Title
Tourist Development Council: Appointment (Amended)

Amount
N/A

Description
Consider the appointment of one citizen to the Tourist Development Council.

Recommendation
Appoint one citizen to the category of Hotel Owner/Operator, to a partial term ending October 2011, then a full term ending October 2015.

Alternative(s)
Continue advertising the vacancy.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
tally sheet, attendance roster, membership report, applications

Documents Requiring Action
N/A

Executive Summary
Currently there is one vacancy on the Tourist Development Council and two eligible citizens have applied.

Background
The Tourist Development Council is enabled by Florida Statute 125.0104 and was established by County Ordinance Title 3, Chapter 38, Section 38.04. It is comprised of nine members and one Alternate serving four-year terms. This board makes recommendations to the Board of County Commissioners regarding the use of tourist development tax revenues, and also performs other duties as described in its establishing ordinance. Hotel Owner/Operator – appoint one to a partial term ending October 2011, followed by a full term ending October 2015: 1) Steve Cotton 2) Mark Hinshaw

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)

N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: TDC Tally Sheet.pdf
Attachment: HinshawM hotel owneroperator.pdf
Attachment: TDC Membership Report.pdf
Attachment: CottonS hotel owneroperator.pdf
Attachment: TDC Attendance.pdf

COMMITTEE: Tourist Development Council 01/11/11

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Involved in Tourist Industry/Tourist Development – appoint one to a partial term ending October 2011, followed by a full term ending October 2015:					
Steve Cotton					✓ 1
Mark Hinshaw	✓	✓	✓	✓	~~✓~~ 4

Tourist Development Council

4 year terms

STAFF: John Pricher - (352) 374-5260

NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 11/1/2007 Previous member: Patel, Vipul - Removal for Attendance 7/26/2010 Category: Hotel Owner/Operator		10/31/2011		County
Paula DeLaney Appt Date: 11/1/2004 Previous member: Category: Alachua County Commissioner	12 SE 1st Street Gainesville, FL 32602-2877 (w)(352) 374-5210	12/31/2100	--	County
John Glanzer Appt Date: 3/9/2010 Previous member: Roy , Eileen - Resignation Category: Alternate	190 NW 266th Street Newberry, FL 32669 (h)(352) 665-2996 (w)(352) 495-2987 johnglanzer@cox.net	11/30/2011	1	County
Jeanna Mastrodicasa Appt Date: 5/1/2010 Previous member: Lowe , Commissioner Craig - Term Expired Category: City of Gainesville Commissioner	PO Box 490 Gainesville, FL 32601	4/30/2011	1	County
Carolyn Y Wade Appt Date: 6/9/2009 Previous member: Glanzer , John - Other Category: Elected Official	P.O. Box 414 Waldo, 32694 (h)(352) 468-2096 best4you@windstream.net	10/31/2011	1	County
Ron Gromoll Appt Date: 1/22/2008 Previous member: Parker, Mr. John Category: Hotel Owner/Operator	5304 NW 32nd Lane Gainesville, FL 32606 (h)(352) 378-0610 (w)(352) 331-7101 norlomorg@cox.net	10/31/2011	1	County
Lucie Regensdorf Appt Date: 3/11/2008 Previous member: Azcuna, Ms. Charlotte B - Term Expired Category: Hotel Owner/Operator	420 NW 1st Ave High Springs, FL 32643 (w)(386) 454-2206 gradyhouse@gradyhouse.com	10/31/2011	1	County
Lori Pennington-Gray Appt Date: 3/1/2008 Previous member: Category: Involved in Tourist Industry/Tourist Development	325 FLG PO Box 118209 Gainesville, FL 32611 (w)(352) 392-4042 ext: 318 penngray@hhp.ufl.edu	2/29/2012	2	County
Steven R Draud Appt Date: 3/9/2010 Previous member: Richards , Mr. Bill Category: Involved in Tourist Industry/Tourist Development	546 NE 6 Avenue Gainesville, 32601 (h)(352) 378-8525 (w)(352) 373-5968 rockydraud@gmail.com	12/31/2013	1	County
Robert Todd Appt Date: 1/22/2008 Previous member: Crapo, Ed - Term Expired Category: Involved in Tourist Industry/Tourist Development	6022 NW 35th Street Gainesville, FL 32653 (h)(352) 371-3233 (w)(352) 271-3100 bob@worldclasstvl.com	10/31/2011	1	County

Report Date: 12/9/2010 @ 1:57 PM

Tourist Development Council
Staff Liaison: John Pricher

Member	Position	Mbr Start	Mbr End	1/20/2010 1:30 PM	2/17/2010 1:30 PM	3/17/2010 1:30 PM	5/19/2010 1:30 PM	6/16/2010 1:30 PM	8/25/2010 1:30 PM	9/15/2010 1:30 PM	10/20/2010 1:30 PM	11/17/2010 1:30 PM	Meetings Attended
DeLaney, Commissioner Paula	Alachua County Commissioner	11/1/2004		C	P	P	P	P	P	C	C	P	6 of 6
Draud , Steven R	Involved in Tourist Industry/Tourist Development	3/9/2010	12/31/2013	--	--	P	P	P	P	C	C	A	4 of 5
Glanzer , John	Alternate	3/9/2010	11/30/2011	--	--	A	P	P	P	C	C	P	4 of 5
Gromoll, Ron	Hotel Owner/Operator	1/22/2008	10/31/2011	C	P	P	P	P	P	C	C	A	5 of 6
Mastrodicasa , Commissioner Jeanna	City of Gainesville Commissioner	5/1/2010	4/30/2011	--	--	--	A	P	P	C	C	A	3 of 6
Patel, Vipul	Hotel Owner/Operator	11/1/2007	7/26/2010	C	A	A	A	A	--	--	--	--	0 of 4
Pennington-Gray , Dr. Lori	Involved in Tourist Industry/Tourist Development	3/1/2008	2/29/2012	C	A	P	P	A	P	C	C	A	3 of 6
Regensdorf, Lucie	Hotel Owner/Operator	3/11/2008	10/31/2011	C	P	A	P	P	P	C	C	P	5 of 6
Todd, Robert	Involved in Tourist Industry/Tourist Development	1/22/2008	10/31/2011	C	P	A	P	A	P	C	C	P	4 of 6
Wade , Carolyn Y	Elected Official	6/9/2009	10/31/2011	C	A	P	A	P	P	C	C	P	4 of 6

[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record] [--=Member Not Active]

received 12-8-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Tourist Development Council

Board Position (type of position/category): Council

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

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Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: Steve Cotton

ADDRESS: 3700 SW 42nd St. CITY: Gainesville ZIP CODE: 32608

E-MAIL ADDRESS: Steve.cotton@marriott.com TELEPHONE: HOME: 352-335-9100 OFFICE:

OCCUPATION: General Manager PLACE OF EMPLOYMENT: Marriott City Ctr.

EDUCATION: B.S. PROFESSIONAL ORGANIZATIONS:

AGE: 54 60 and over ☐ *(Some committees/boards require 60 year age minimum for appointment)*

OPTIONAL–CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ___ Asian ___ Hispanic ___ Native American ___ Pacific Islander ___ White X Other ___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☒ NO ☐ If yes, how long? 2 months If no, what county? ___

Are you currently serving on a board?

No ☐ Yes ☐ Name of board(s): ___

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Marriott General Manager for 14 years

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

I have a strong knowledge of the hospitality industry. I also represent 2 other hotels, the Hilton Garden Inn and the Homewood Suites

Under Florida law, all information, including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☒ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

YES ☒ NO ☐ 12/8/10 DATE _____ SIGNATURE

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?

YES ☒ NO ☐ 12/8/10 DATE _____ SIGNATURE

Rev. 10/2008

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3247

Name of Advisory Board/Committee:
Tourist Development Council

Applying For:
Hotel Owner/Operator

First Name:
Mark

Middle Initial:
H

Last Name:
Hinshaw

Suffix:

Address:
4155 SW 40th Boulevard

City:
Gainesville

Zip Code:
32608

E-Mail Address:
mhinshaw@chrco.com

Home Phone:
813-830-3797

Work Phone:
352-376-8873

Ext:
507

Occupation:
General Manager

Place of Employment
Springhill Suites by Marriott, Gainesville

Education:

AA degree

Professional Organizations:

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

5 months

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

18+ years in hotel operations, 15 in executive postions. Managed staff of over 65+, have big market experience working in Tampa, Ft Lauderdale & Orlando. Have worked with many personalities and lead different operations in difficult economic times while still maintaining balance in operations and profitability.

What contributions do you feel you could make if you were selected for this board?

Coming from a different market and fresh eyes into a thriving county, I can bring a differecnt perspective of hotel and tourism opportunities. I have managed in high profie companies such as Blackstone, Hilton, Columbia Sussex, WHI, Interstate and most recently Crescent hotels where experise in ensuring there is a balanced voice and direction to further drive tourism opportunities.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

January 11, 2011 Regular BOCC Meeting
Agenda Item #11

Title
Presentation from MWW Group: Alachua County's 2011 Federal Program and 2012 Federal Legislative Program (Amended)

Amount
N/A

Description
Presentation by MWW Group regarding status of 2011 Federal Program and 2012 Federal Legislative Program.

Recommendation
Hear presentation from the MWW Group regarding status of 2011 Federal Program and issues related to appropriation cycle for 2012 and direct staff to prepare a 2012 Federal Legislative Program for submission.

Alternative(s)
Hear at a later date

Requested By
Richard Mills

Originating Department
County Manager

Attachment(s) Description
Adopted FY 2011 Federal Legislative Program

Documents Requiring Action
None

Executive Summary
During January each year, County staff, with assistance from our federal lobbying team, develops Alachua County's Federal Program. Upon formal adoption of projects and priorities, staff will prepare the 2012 Federal Program to present to our Federal Legislative Delegation in Washington, D.C. in early February, 2011.

Background
Each year, working in conjunction with our Federal Legislative consultants, the county prepares a Federal Program for submission to our Congressional delegation. For the 2011 federal budget year, our agenda consisted of appropriation requests organized into five areas: Public Safety/Mental Health, Education and At-Risk Youth, Homeless Initiative, Economics, Environment and Energy and Access to Health Care, and Critical Rural Infrastructure Funding.

Issues
The timetable for agencies desiring to submit requests for consideration for the FY 2012 appropriations cycle is beginning.

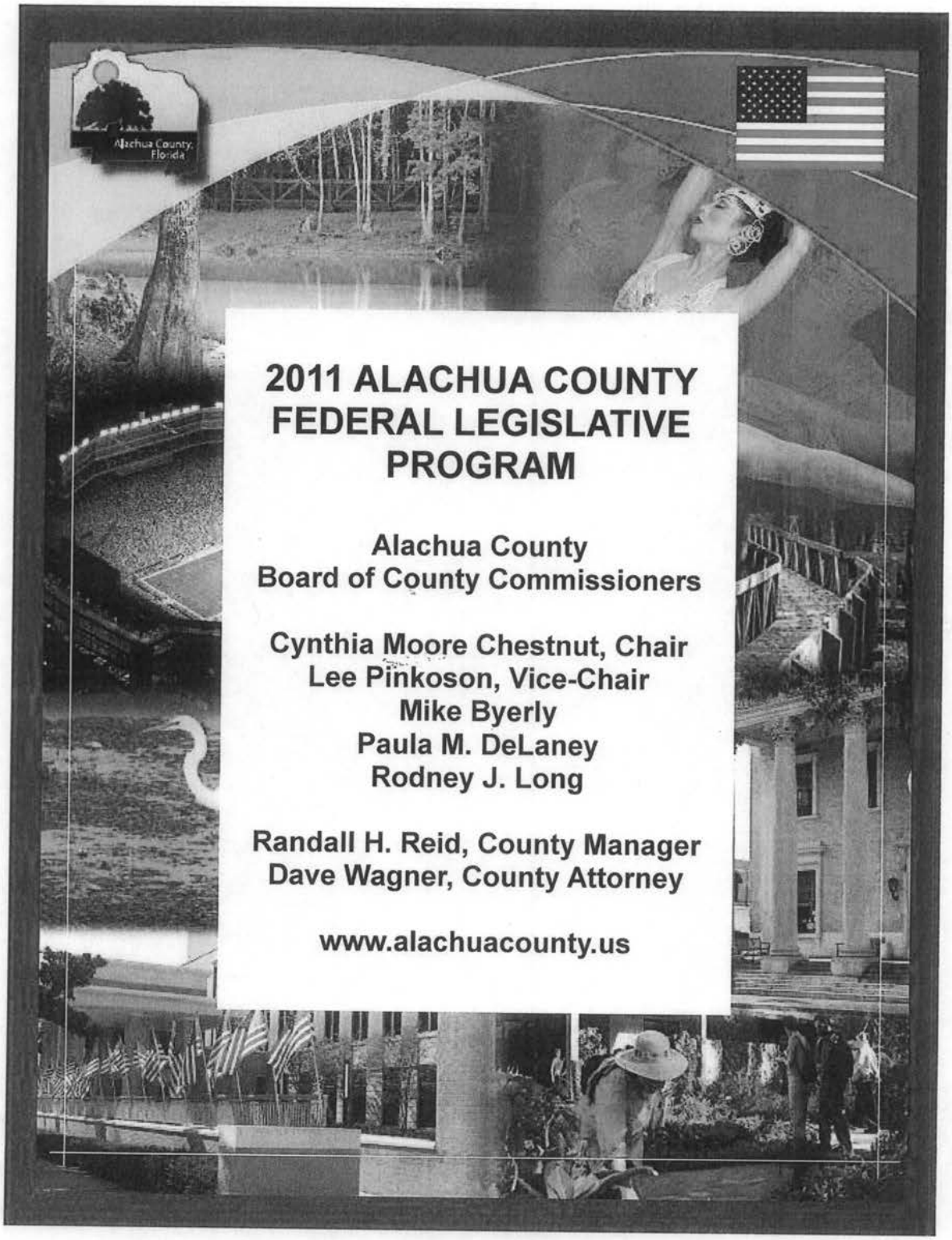
Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: 2011 Federal Program.pdf



2011 ALACHUA COUNTY FEDERAL LEGISLATIVE PROGRAM

Alachua County
Board of County Commissioners

Cynthia Moore Chestnut, Chair
Lee Pinkoson, Vice-Chair
Mike Byerly
Paula M. DeLaney
Rodney J. Long

Randall H. Reid, County Manager
Dave Wagner, County Attorney

www.alachuacounty.us

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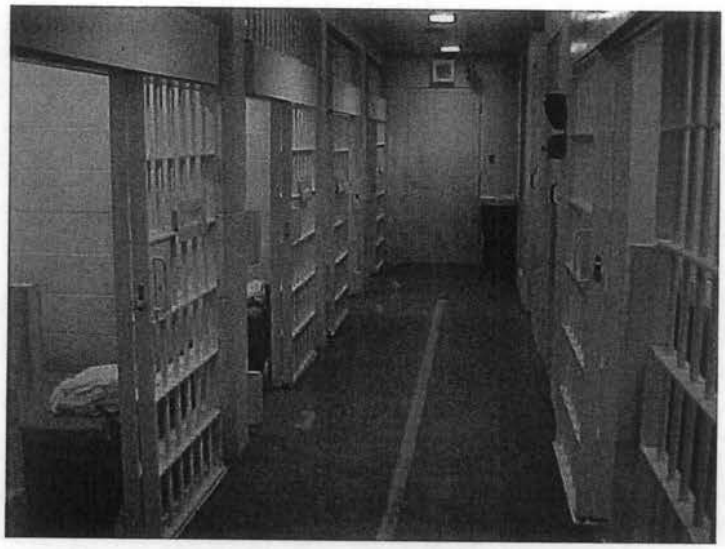
TARGETED APPROPRIATIONS

PUBLIC SAFETY

No Wrong Door: Comprehensive Management of Offenders with Co-occurring Mental Illness and Addiction Disorders

Alachua County seeks **$5 million** in federal assistance for a comprehensive plan to manage offenders with co-occurring mental illness and substance abuse disorders. Historically, the justice and behavioral health treatment systems have dealt ineffectively with these offenders. This special population was often denied treatment because addictions programs would not treat those with mental illness symptoms and mental health treatment programs would not treat persons with addictions. Often funding sources imposed limitations that actually prohibited treatment for co-occurring disorders. Persons referred for treatment were shuttled from program to program, never actually receiving treatment; jails and prisons became the treatment of last resort.

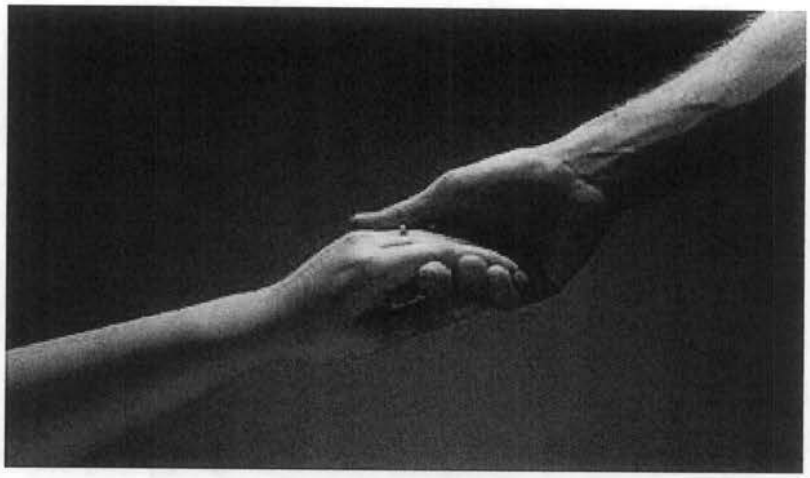
Alachua County proposes an integrated, coordinated continuum of care using evidenced-based practices where there will be "no wrong door" to enter treatment. Persons will be assessed and provided with a level of treatment consistent with individual need. This innovative approach could prove to be an effective keystone to alleviate jail overcrowding by reducing the recidivism rate which is prevalent with offenders suffering from a mental illness compounded by drug abuse.



In 2006, The National Mental Health Association noted:

"The increasing involvement of persons with serious mental illness in the criminal justice system has enormous fiscal, public safety, health and human costs. Diverting individuals with mental illness away from jails and prisons and toward more appropriate and culturally competent community-based mental health treatment has emerged as an important component of national, state and local strategies to provide effective mental health care; to enhance public safety by making jail and prison space available for violent offenders; to provide judges and prosecutors with alternatives to incarceration; and to reduce the social cost of providing inappropriate mental health services or no services at all. The success of diversion programs in communities across the country is generating genuine excitement and hope that real progress can be made in meeting the challenge of criminalization. Studies show that diversion of persons with mental illness accused of misdemeanor crimes into appropriate, community-based mental health treatment programs reduces recidivism and contributes to better long-term results for offenders".

Alachua County's Mental Illness Work Group



The Mental Illness Work Group (MIWg) was created by the Alachua County Public Safety Coordinating Council in December 2005 to identify what types of services are needed to establish an effective jail diversion system. MIWg both examined (1) data related to the number of mentally ill, both in & out of jail; (2) some best practices from the Suncoast region; and (3) created an action plan with both short-term and long-term solutions.

The Florida Department of Children Families and the Alachua County Board of County Commissioners funded the recommended short term solutions which will increase services to 325 additional individuals with severe mental illnesses. In 2006, Substance Abuse and Mental Health Services Administration (SAMSHA) explained that: "Available research findings suggest that at least two core elements are necessary for diversion programs: aggressive linkage to an array of community services, especially those for co-occurring mental health and substance use disorders, and nontraditional case managers." The Mental Illness Work Group's proposed use of forensic specialists, intensive case managers, peer specialists and the forensic diversion team all fall under the description of nontraditional case managers. Implementation of the unfunded long term solutions would allow the forensic diversion team to address those individuals who are viewed as multiple recidivists. The creation of a forensic short term residential and a specialized forensic residential program would offer housing options to a population that are often homeless and because of a lack of benefits, often have trouble obtaining housing.

There are also additional needs for residential treatment for those with the primary diagnosis of chemical dependency. While Alachua County has provided these services for more than 30 years, the demand for treatment has continued to rise; often there are more names on the wait list, than beds in the program and offenders are released from jail before a treatment bed is available.

Alachua County has long-standing partnerships with the Department of Children and Families and local treatment agencies resulting in effective collaboration and coordination of services. The County has supported innovative alternative methods of managing offenders for more than 25 years. Through locally generated dollars, Alachua County funds the Court Services Department which comprises a comprehensive array of alternatives including: pretrial services, county probation, community service, day reporting, drug court, a work release facility and chemical dependency treatment. The County has long served as a model and a resource for criminal justice alternative programs in the State of Florida. Many Florida pre-trial release and alternative sentencing program officials consulted with Alachua County's Court Services Department as they developed similar services for their counties. The Alachua County Drug Court was one of the first 25 Drug Courts in the nation and has also served as a model for other Florida Drug Courts. A more recent success story, the Alachua County Mental Health Court represents another innovative program implemented by the Court Services Department. The following statistics, collected by the Substance Abuse and Mental Health Program office of the Florida Department of Children and Families on 85 participants who had successfully completed the program, illustrate the effectiveness of the Mental Health Court Program in regard to reduction of jail time:

	Average Jail Days	Average Annualized Jail Days
Before Mental Health Court	69.24	35.22
During Mental Health Court	7.45	13.10
After Mental Health Court	4.77	2.39

A federal appropriation of **$5,000,000** would complement the significant local government financial commitment to address this issue and allow Alachua County to expand its current capabilities in providing state-of-the-art, innovative approaches in the field of criminal justice.

EDUCATION AND AT-RISK YOUTH

Alachua County/City of Gainesville At-Risk Youth Development Initiative

Alachua County and the City of Gainesville seek **$2,636,800** million in federal assistance for the expansion of a multi-agency initiative designed to provide programs and services for at-risk children through a comprehensive after school program. The long-term goal of the program will be to break the cycles of poverty that exist in the community.

The components of this comprehensive initiative will be 1) provide funding for Alachua County's and the United Way of North Central Florida's "Success By 6" program (**$250,000**); 2) enhancement of a comprehensive, countywide elementary-level after school program and the expansion of an after-school program for middle school-level students that will more adequately provide stable, healthy, and continuing educational environments for children (**$1,000,000**); 3) enhanced funding for the Alachua County School Foundation's scholarship program that provides supplemental college and post-secondary funds for qualified graduates of the Alachua County School System (**$750,000**); 4) Extended School Day program in Math (**$470,000**); 5) Mathematics/ Science Summer Camp (**$112,800**); and 6) After-School Tutoring (**$54,000**).

"Success By 6" is a program designed to holistically prepare pre-school children and the families of pre-school children for the beginning of school and for life experiences. The program is designed to focus on parenting/family integrity and literacy. By ensuring a child's future from the pre-natal stage throughout the formative years, society is taking a correct and fiscally responsible action. It has been demonstrated that investing in our children early in their lives will ultimately save local governments countless dollars in the areas of juvenile justice, criminal justice and social services. The program is for all children and families in North Central Florida and with sufficient funding will be a collaboration of agencies currently working for early childhood development as well as new resources and partnerships. A federal appropriation of **$250,000** would match a requested State of Florida appropriation to compliment local government financial and in-kind contributions along with significant private and corporate donations.

After School Programs – Elementary and Middle School

American youth are most at risk in the hours after school, as well as other out-of-school times. Youth are at risk in several ways when they are not engaged in structured, supervised activities during non-school hours. Emerging research shows that unsupervised time can negatively affect their success in school, social skills development and choices to engage in criminal or risky behaviors. Youth may miss opportunities to develop important social skills or engage in positive development opportunities.

Numerous studies have shown that children without adult supervision are at significantly greater risk of truancy from school, receiving poor grades, risk-taking behavior and substance use. Children who spend more hours alone and begin self-care at younger ages have increased risk of undesirable outcomes. "Latchkey" youth left home alone after school to care for themselves may experience loneliness, fear and worry, rather than develop more maturity and independence, as many popular beliefs assume.

Teens who do not participate in programs offering positive alternatives are nearly three times more likely to skip classes than teens who do participate. Studies have shown that teens left unsupervised at least three days a week after school were four times more likely than supervised teens to say they had committed crimes and seven times more likely to be a victim of crime. A survey released showed that being unsupervised after school greatly increased the risk that kids would smoke cigarettes, use drugs, drink alcohol, and have sex.

The At-Risk Youth Development Initiative incorporates a wide range of components designed to improve the lives of participating youths and families including tutoring and mentoring, nutrition education and physical fitness, improved reading and math skills, and community service/education.

Opening the Doors to Math and Science

While many students in Alachua County are achieving at high academic levels, certain subgroups of students are not being successful. In the 2006 FCAT assessment, the total population of students in Alachua County made adequate yearly progress (AYP) in mathematics as defined by the No Child Left Behind legislation. Students in the subgroups of White, Asian, and Hispanic also made AYP in mathematics while African-American students, students with disabilities, and economically disadvantaged students did not. We have an achievement gap in Alachua County.

As the global economy becomes more technologically dependent, these student subgroups are being left farther behind. We believe that given the academic support and exposure to the possibilities of the world around them, these students can be successful.

Extended School Day program in Math

Entering 9th grade and 10th grade, students previously identified as at-risk by their FCAT scores and academic record would be invited to participate in an extended day program at each high school. This program would allow them to earn one elective credit toward graduation. The curriculum would be based on building their mathematics skills and applying these skills in scientific lab experiences. Students will learn to value mathematics as they see a need for learning it. Field trips to the University of Florida and Santa Fe Community College will show the students what is waiting for them if they do well in their academics.

Credit-based mathematics/science Summer Camp

Entering 9th grade and rising 10th grade, students previously identified as at-risk by their FCAT scores and academic record would be invited to participate in a summer camp. The students would be engaged in hands-on math and science activities and would have field trips designed to acquaint them with the scientific discoveries going on at the University of Florida and Santa Fe Community College in their own home

town. Students would earn one-half elective credit toward graduation for their participation in the summer camp. An additional benefit to this component is the positive experience that such a program would provide these students. Research has shown that relationships are important in student achievement, particularly for at-risk students. A positive experience with the high school and the teachers prior to entering high school will start the student off well the following year.

After-school math and science tutoring

For the students who are not able to attend the Extended School Day program, a tutoring program will be instituted at each high school to provide support for their mathematics and science classes. Teachers will be employed to provide tutoring before and after school 2-4 days per week. An enrichment curriculum as well as tutoring on specific questions will be available to help students build their conceptual knowledge in mathematics.

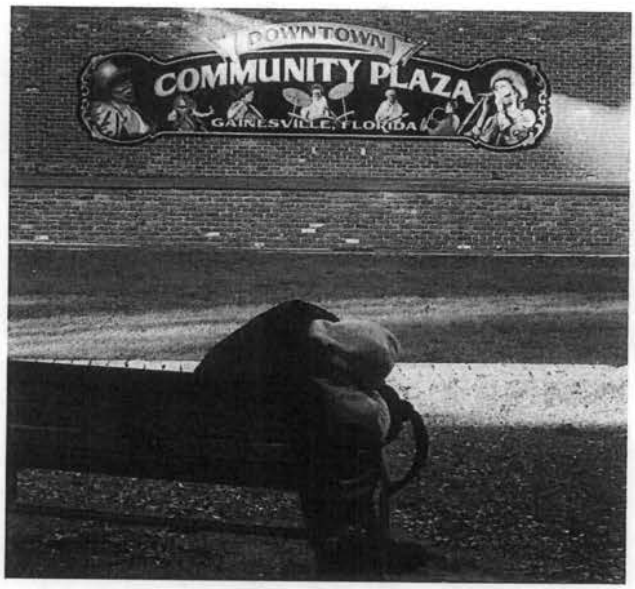
The County and the City currently are contributing substantial funding and in-kind services to this joint initiative. A federal appropriation in FY 2007/2008 of **$2,636,800** would compliment previous commitments in the form of local government operating funds, federal and state grants, federal pass through grant funds, and local private donations.

HOMELESS INITIATIVE

Ten Year Plan to End Homelessness

Alachua County requests **$4 million** to begin implementing the City of Gainesville – Alachua County 10-Year Plan to End Homelessness. Gainesville and Alachua County recently completed a 10-Year Plan to End Homelessness in Gainesville and Alachua County. The Plan represents the work of nearly 100 volunteers and staff from various local agencies, including Alachua County and the City of Gainesville, who have been meeting since June 2005 to develop the 10-Year Plan. Gainesville and Alachua County now join over 200 other communities across the country that have chosen to address the issue of homelessness in a deliberate, comprehensive fashion through a locally developed 10-year plan.

There are an estimated 900 to 1,000 homeless persons living in Gainesville and Alachua County, but only about 350 emergency, transitional, and permanent supportive housing beds available for them. The 10-Year Plan proposes adding another 350 beds to shelter or house homeless persons over the next 10 years. Another key component of the Plan is the creation of a "first entry" or one-stop center for homeless services. The center would include medical care, child care, personal hygiene facilities, communications access, some substance abuse intervention, and emergency assistance, among other services. In an effort to increase access to medical services for this vulnerable population, the Plan calls for a mobile medical services van and increasing the capacity of existing medical programs, such as the Helping Hands Clinic, the Alachua County We Care Program, Gainesville Community Ministry's dental and vision care program, and Meridian Behavioral Healthcare's substance abuse and mental health programs. To help prevent additional persons from becoming homeless, the Plan calls for a discharge coordinator to work with the Alachua County Jail, Gainesville Police Department and Alachua County Sheriff's Office to prevent individuals from being discharged into homelessness. Additional prevention measures would include enhanced educational, job training and employment, and related services for at-risk and homeless individuals and families.



A federal appropriation of **$4,000,000** would match a requested State of Florida appropriation to compliment $500,000 in local government financial and in-kind commitments.

Purpose of project and measurable outcome anticipated:

1. Prevent homelessness among individuals and families who are clearly headed toward that outcome.
2. Intervene with homeless individuals to make that state of affairs a short, temporary and unrepeated experience.
3. Treat chronically homeless (long term and repeatedly homeless) individuals through a comprehensive case management approach to provide supportive services necessary to maximize self-sufficiency and establish permanent housing conditions for them.

Economics, Environment & Energy

Alachua County's Three Pronged-Approach for "Green-Collar" Job Creation

Alachua County seeks **$84.5 Million** in federal assistance to implement a three-pronged project aimed at job creation, environmental stewardship and energy independence. The three elements of the project are a 10,000 Home Weatherization Project ($23 million), a One Megawatt Solar Power Production System ($8.5 million) and a the development of a Resource Recovery Park ($53 million).

Alachua County 10,000 Home Weatherization Proposal

Alachua County requests $23 million in federal assistance for a weatherization initiative aimed at effecting 10,000 low-income residents in substandard housing. Based on Alachua County research, a conservation and weatherization program could create hundreds of local jobs and save citizens between 15 and 35% on their energy consumption.

According to Department of Energy for every $1 million invested in weatherization, 52 jobs are created. This proposal would generate 1196 local, green collar jobs for large numbers of unemployed construction workers as well as youth employment opportunities. An Alachua County supported not for profit, Community Weatherization Coalition estimates 20% improvements in home performance with simple, low cost home improvements. This initiative would incorporate worker training partnerships with Santa Fe College, University of Florida Program for Resource Efficient Communities as well as outreach through local, not for profit organizations dedicated to weatherization programs. It is estimated that 90% of Alachua County's housing stock was built prior to State standards for energy efficiency.

2008 Community Weatherization Coalition Members

PROJECT COMPONENTS

COMPONENT	DESCRIPTION	COST ESTIMATE	STATUS	NEW JOBS
Phase I	Program Review, Scoping, Criteria, GIS Computer Modeling	$40,000	Reviewing project with community partners: University of Florida Program for Resource Efficient Communities	3 jobs total 3 consultation and technical review
Phase II	Community Education and Marketing Campaign	$100,000	Reviewing PSA material with community weatherization programs	3 jobs total 3 consultation and technical review
Phase III	Weatherization and Retrofit Program	$22,860,000	Work pending	1196 jobs total 1196 construction and retrofit related

Alachua County's One Megawatt of Solar Power

Alachua County requests $8.5 million in federal assistance for a renewable power investment initiative of one megawatt of solar photovoltaic panels for County Government facilities.

By June 2009, Alachua County will deploy 37kw in photovoltaic systems. In addition the County has committed $7 million for a Jail expansion with a significant commitment to solar hot water.

Per megawatt, solar panels have the potential to generate more jobs (15.2 in the manufacturing sector and 7.1 construction) than wind, geothermal or biofuels energy.[1] Photovoltaic panels installation concurrently stimulate related trades and has the potential to act as vocational training to higher skilled trades. Furthermore, financial incentives through our local *Feed-in Tariff* for solar energy will fuel up to 4 megawatts per year of solar installations in the City of Gainesville area alone. This local support in Alachua County for solar energy has attracted the attention of solar manufactures who are considering moving to our community. Federal assistance will help Alachua County support immediate job creation and a budding manufacturing and research sector.

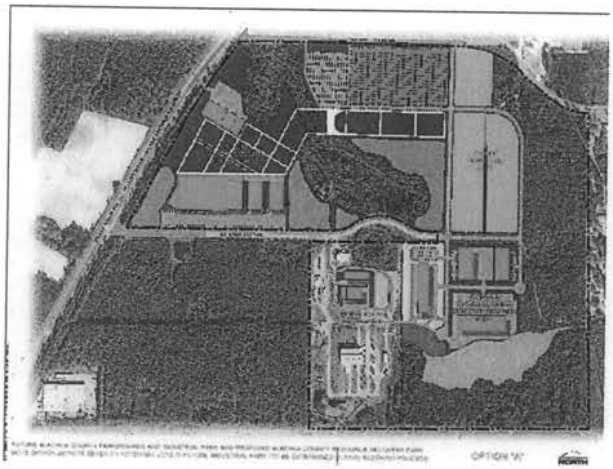
Dec 31, 2008 installation of a 26kW photovoltaic array at the Alachua County Waste Transfer Station

1. *Apollo Alliance and Urban Habitat, "Community Jobs in the Green Economy," 2007.*

PROJECT COMPONENTS

COMPONENT	DESCRIPTION	COST ESTIMATE	CONSTRUCTION STATUS	NEW JOBS
Specification and Installation	Solar master plan and installation ready in 180 days.	$8.5 million	Reviewing appropriate rooftop locations and sites for photovoltaic arrays	25 jobs total 15 manufacturing 7 construction and installation

Resource Recovery Park



Depicts seven (7) potential lots in future industrial park (to be determined during rezoning process)
Map by Causseaux, Hewett, and Walpole, Inc.

Alachua County requests $53 million in federal assistance to develop a waste to wealth Resource Recovery Park. This park and material reuse facility will help Alachua County reach a 75% waste diversion state mandate by 2020, create a regional, raw material, green collar job center in eastern Alachua County (1500 jobs), and generate $250 million for the local economy.

Alachua County has purchased a +/- 75 acre tract of land adjacent to the east side of the Leveda Brown Environmental Park (LBEP) located off of NE 63rd Avenue. The parcel is also south of the future Alachua County Fairgrounds and Industrial Park. The County intends to develop the subject site into a Resource Recovery Park.

The Resource Recovery Park will serve as a waste to wealth facility and will help the County reach a 75% waste diversion state mandate by 2020. The Resource Recovery Park will also create a regional, raw material, green collar job center in eastern Alachua County. Based on Institute for Local Self Reliance Estimates, a regional population base of 1 million people could support waste to reuse operations creating 1500 jobs while generating $250 million for the local economy.

PROJECT COMPONENTS

COMPONENT	DESCRIPTION	COST ESTIMATE	CONSTRUCTION STATUS	NEW JOBS
Resource Recovery Park	Design and construction of Resource Recovery Park and material reuse facility.	$53,000,000	Survey, design, rezoning, and permitting required.	1500 jobs total

Access to Health Care

Alachua County requests **$25 million** in federal assistance for the expansion and construction of health care facilities to serve low-income residents.

Shands at AGH

Shands at Alachua General Hospital (AGH) is a full service, not-for-profit hospital located in the heart of the city of Gainesville. It was Gainesville's first community hospital and has been serving residents throughout the region since 1928. With the closing of Shands at AGH slated for October, 2009, Alachua County is potentially facing a significant shortage of health care service facilities particularly those facilities serving low-income residents.

University of Florida Shands Eastside Community Practice

Currently, in partnership with the Gainesville and Alachua County community, the University of Florida College of Medicine operates the Eastside Community Practice which helps to provide health care services to a low-income population. However, with the closing of Shands at AGH, the Eastside facility will likely become significantly overburdened and federal dollars are needed to aid in the expansion of this facility.

Additionally, the requested federal dollars would help provide funding for another satellite healthcare facility to serve a pocket of poverty in the Tower Road area of unincorporated Alachua County. Current estimates indicate that approximately 14,000 residents in this geographic area have limited or no access to health care facilities and services. Once again, Alachua County in partnership with the University of Florida College of Medicine would seek to alleviate this situation through the provision of a facility and services to meet the needs of this target population.

Critical Rural Infrastructure Assistance

Alachua County requests a federal appropriation of $750,000 to assist in the refurbishment of the Santa Fe Hills water system. On February 18, 2002, the owner of the Santa Fe Hills subdivision potable water system gave Alachua County notice of the intent to abandon the plant. Pursuant to Section 367.165 of the Florida Statutes, Alachua County was obligated to petition the circuit court for appointment of receivership for this water plant. On March 21, 2002, the Circuit Court appointed the Alachua County Board of County Commissioners in receivership with an effective date of April 19, 2002. The utility was originally installed using substandard infrastructure. Since taking over the utility, the County has constantly encountered maintenance problems with the system and a total retrofit of the aging infrastructure is needed in order to provide the residents of this neighborhood a viable system with safe and reliable drinking water.

POLICY ISSUES

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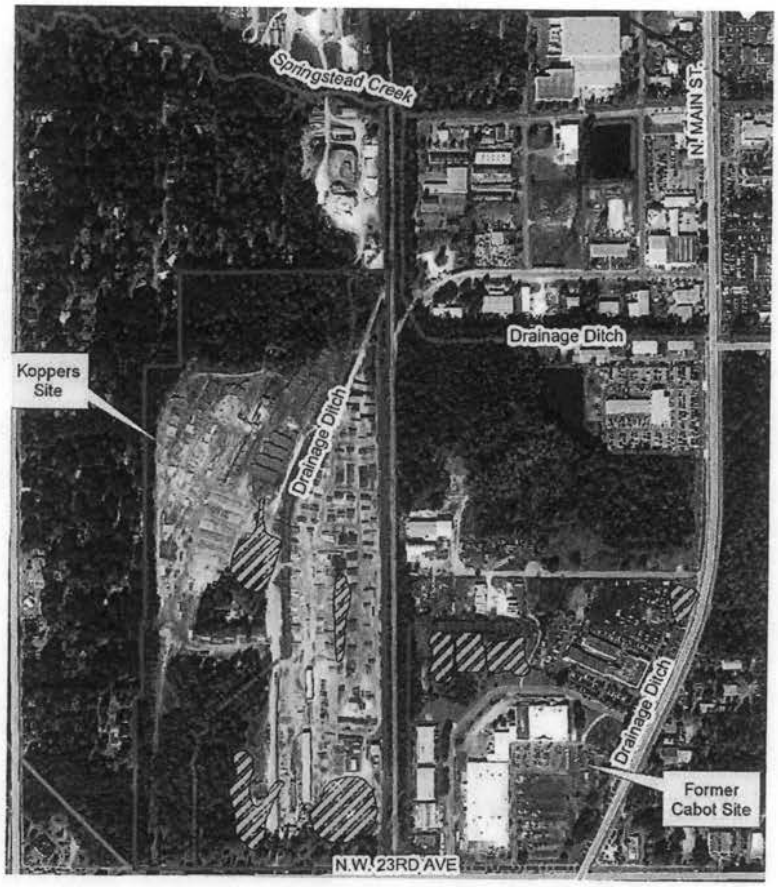
Cabot/Koppers Superfund Site Cleanup



Alachua County, along with the City of Gainesville, requests assistance in our efforts to pursue action from the United States Environmental Protection Agency regarding contamination from the Cabot/Koppers Superfund site, so that the site is properly cleaned up in a timely manner. The Cabot/Koppers site has been a designated Superfund site since 1983 and is located 2 miles directly upstream of the City of Gainesville's wellfield. Despite the presence of significant contamination, particularly at the Koppers portion of the site, there have been minimal actions taken to clean up the site or to prevent the contamination from reaching the City's wellfield.

Alachua County and the City of Gainesville request assistance in working with EPA to ensure that:

1. Immediate actions are taken to contain the contamination below the Koppers site and protect the City Wellfield; and

2. The Cabot/Koppers Superfund site is properly cleaned up in a timely manner.

Net Neutrality

Alachua County **SUPPORTS** efforts by Congress to give the FCC the authority to create and enforce regulations that preserve the principles of Internet network neutrality. By doing so, Congress will:

- Safeguard the competitive nature of the Internet by allowing consumers and content providers to connect with each other in an open marketplace thus providing consumers with equal access to all content;
- Prevent the abuse of market power where network operators have the incentive and ability to distort commerce by charging content providers for preferential access to consumers above and beyond the billions of dollars these companies already pay for Internet access; and
- Promote continual innovation on the Internet by allowing all legal content the chance to flourish or fail.

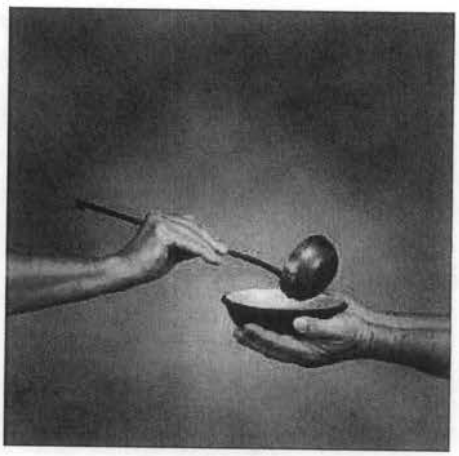
Head Start Funding

Alachua County **SUPPORTS** full federal funding of the Head Start Program.

Head Start is a national program that promotes school readiness by enhancing the social and cognitive development of children through the provision of educational, health, nutritional, social and other services to enrolled children and families. The Head Start program provides grants to local public and private non-profit and for-profit agencies to provide comprehensive child development services to economically disadvantaged children and families, with a special focus on helping preschoolers develop the early reading and math skills they need to be successful in school. In FY 1995, the Early Head Start program was established to serve children from birth to three years of age in recognition of the mounting evidence that the earliest years matter a great deal to children's growth and development.

Head Start programs promote school readiness by enhancing the social and cognitive development of children through the provision of educational, health, nutritional, social and other services to enrolled children and families. The program engages parents in their children's learning and helps them in making progress toward their educational, literacy and employment goals. Significant emphasis is placed on the involvement of parents in the administration of local Head Start programs.

Gainesville—Alachua County Hunger Abatement Plan



In September 2008, during the Hunger Summit I, six committees were created to develop the Gainesville-Alachua County Hunger Abatement Plan (HAP). These committees worked for nine months and represented state and local governments, local non-profit and faith based agencies, local citizens receiving nutrition assistance, and members of the general public. Of the 90 separate recommendations contained in the HAP, a number of them pertain to federal policies and programs. Alachua County **SUPPORTS** efforts by Congress for the following:

- Reauthorization of the WIC Farmers Market and Seniors Farmers Market programs; increase funding for these programs and make them "entitlement" programs
- Streamline USDA paperwork requirements in regard to summer youth food programs; increase funding to address transportation barriers that limit participation in summer youth food programs
- Increase federal meal reimbursement rates to accommodate the provision of quality school breakfasts and lunches; reauthorize Free and Reduced Meals programs including funding for breakfast commodities which is currently available only to the school lunch program
- Reauthorization of nutritional education funding for all child nutrition programs
- Increase the flexibility of the Older Americans Act funding by combining Title IIIC1 (Congregate Meals) and Title IIIC2 (Home Delivered Meals) into a single funding source; allow a portion of the funds allotted to be spent on transportation of participants to meal sites.

Preemption of Local Tourist Taxes

Alachua County **OPPOSES** efforts by on-line travel companies to preempt local authority for levying tourist taxes.

Currently, the U.S. Senate Finance Committee is considering preempting state and local taxing authority over online travel companies as part of a proposed jobs bill. Preempting local authority will NOT create jobs. Rather, according to a report prepared by the Center on Budget and Policy Priorities, preemption could cost state and local governments $8.5 billion in annual tax revenues. These funds are often used to promote tourism and pay bond obligations on community projects, such as convention centers and sports arenas. Some communities funnel these revenues into the general fund where they are used for a wide variety of purposes. Hotel tax funds are used to promote tourism, which brings more visitors - and dollars - to local communities. This benefits a multitude of small business - hotels, restaurants, rental car and cab companies, retail merchants, and more. That is why the American Hotel and Lodging Association also opposes the preemption.

Community Access Preservation Act

Alachua County **SUPPORTS** the passage of H.R. 3745 - the Community Access Preservation Act (CAP Act).

The CAP Act address the challenges currently faced by public, educational, and governmental (PEG) TV channels and community access television stations.

Historically, the funding for and broadcast of PEG channels have been negotiated as part of local franchise agreements between cable companies and local franchise authorities. However, twenty-three states, including Florida, have enacted new telecommunication laws that establish state-level franchise authorities. As a result of these recent state-wide agreements and a lack of adequate federal protection, some PEG channels now face significant broadcast and funding obstacles.
PEG stations and channels are locally funded, produced, and viewed and current federal law and a number of state laws are silent as to the basic requirements for PEG broadcasts or do not require dedicated funding beyond an "adequate assurance of financial support." Some franchised cable operators carry PEG channels differently than commercial channels, broadcasting them in reduced resolution, displaying them in menu-format, or simply moving them to a digital-only tier where they are inaccessible to analog cable customers. In some cases, customers must now pay extra fees in order to receive PEG channels. In other cases, operators are refusing to pass through PEG closed captioning unless a special request is made. This treatment undervalues PEG channels and their viewers.

The Community Access Preservation (CAP) Act would address the immediate issues facing PEG channels by:

- Allowing PEG fees to be used for any PEG-related purposes;
- Requiring PEG channels to be carried in the same manner as local broadcast channels;
- Requiring the FCC to study the effect state video franchise laws have had on PEG channels, and requiring operators to provide the greater of the support required under state laws, or the support historically provided for PEG; and
- Making cable television-related laws and regulations applicable to all landline video providers.

January 11, 2011 Regular BOCC Meeting
Agenda Item #12

Title
Presentation: One Stop Homeless project status by Fred Murry (Amended)

Amount
N/A

Description
Present brief presentation on the status of the One Stop Homeless project.

Recommendation
Hear brief presentation on the status of the One Stop Homeless project by Fred Murry

Alternative(s)
Hear at a later date

Requested By
RicK Drummond

Originating Department
County Manager's Office

Attachment(s) Description
powerpoint

Documents Requiring Action
None

Executive Summary
The City Commission recently approved the 30% design and waived further design review until a final design is presented.

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: One Stop PPT_20110111.pptx

CITY OF
GAINE VILLE

GRACE Marketplace
One Stop Homeless Assistance Center

Phase-1

PRESENTED BY THE DESIGN BUILD TEAM OF

PONIKVAR & ASSOCIATES INC.

SUBCONSULTANTS:
CAUSSEAUX, HEWETT & WALPOLE
MOSES & ASSOCIATES

County Commission: Preliminary Design

Aerial Photo

CITY OF GAINESVILLE

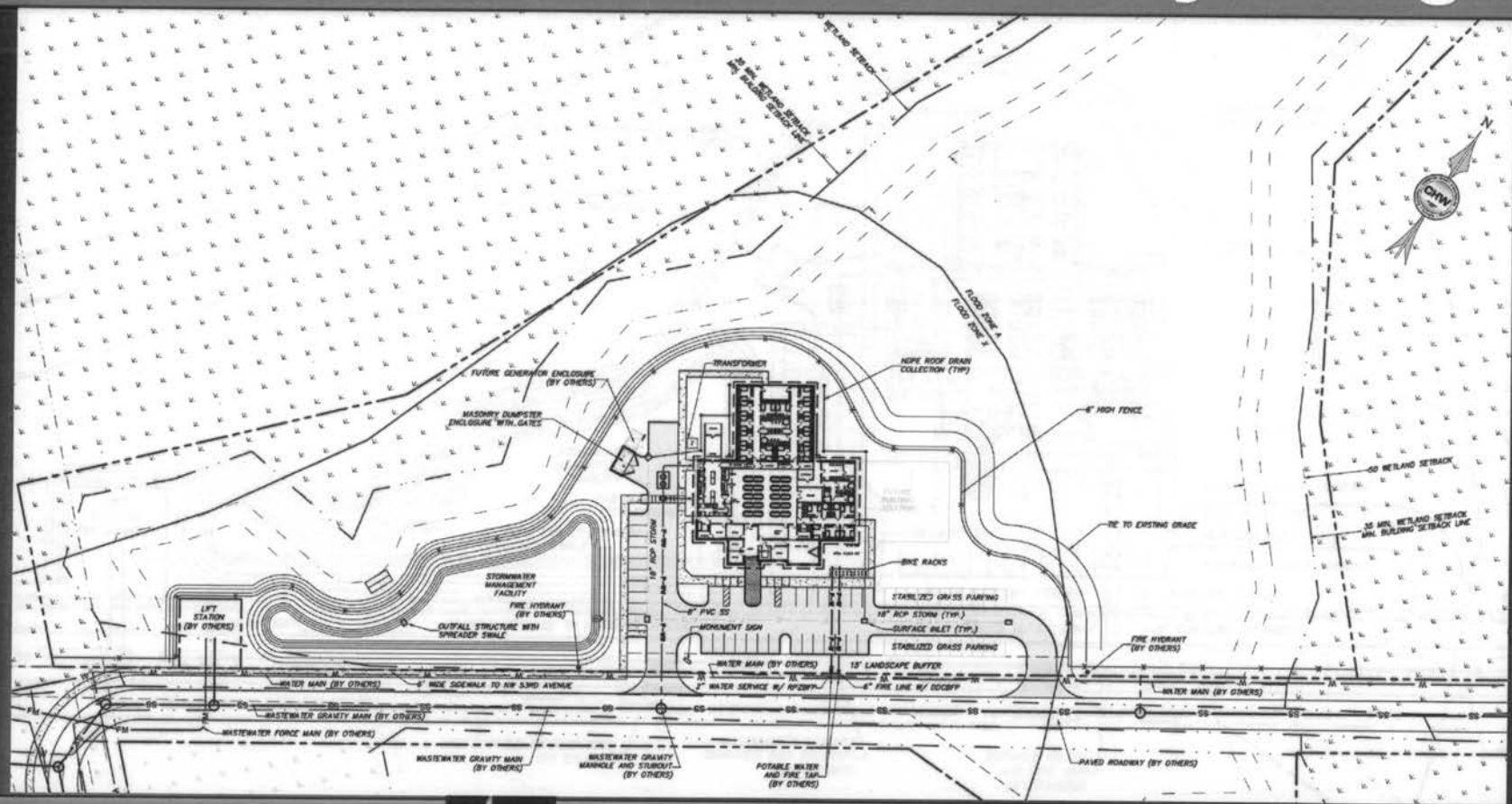
Alachua County, Florida

PROJECT GRACE

GRACE Marketplace
One Stop Homeless Assistance Center
Phase-1

PONIKVAR & ASSOCIATES

County Commission: Preliminary Design



Site Plan

Alachua County, Florida

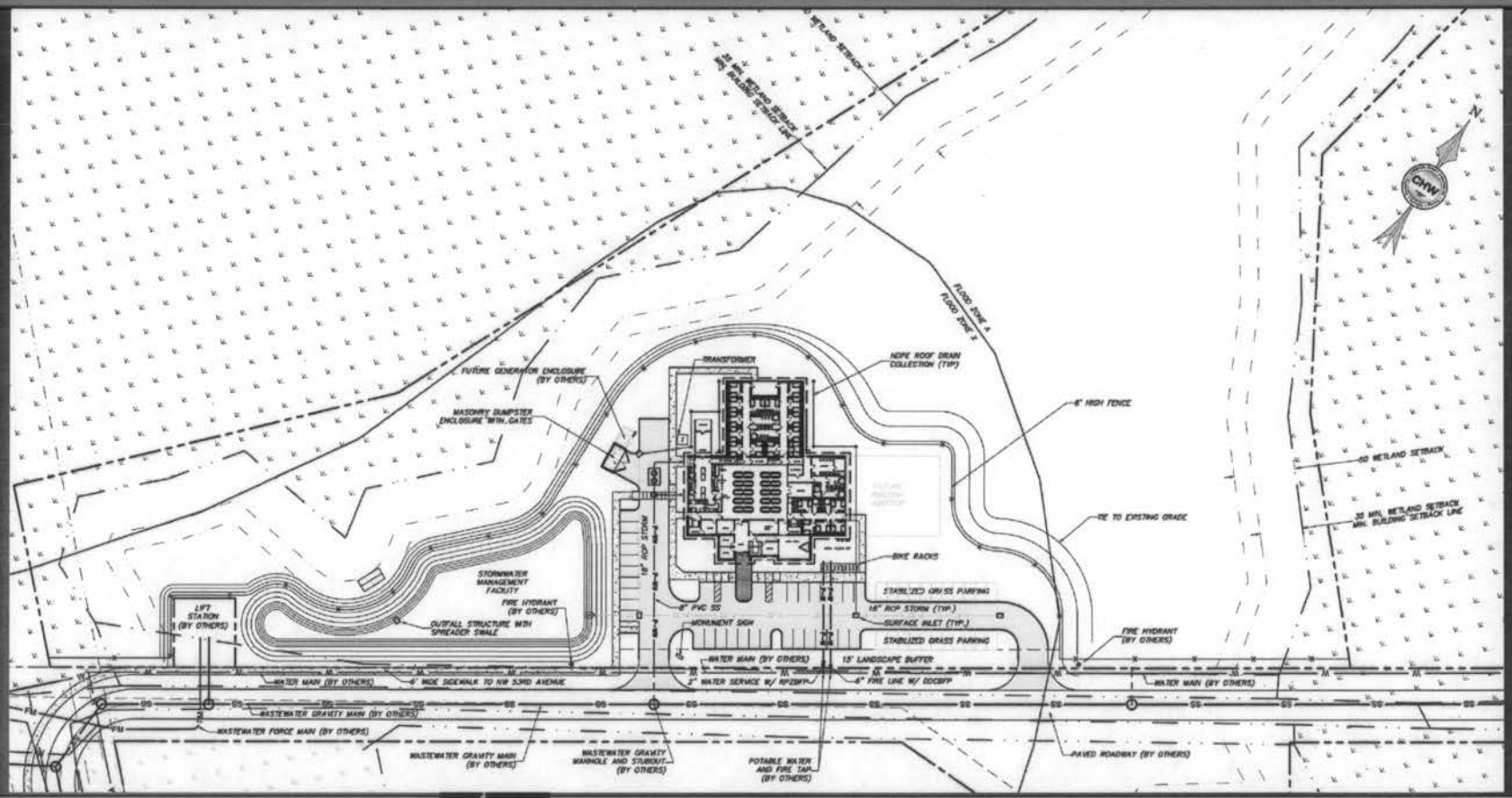
CITY OF GAINESVILLE

PROJECT GRACE

GRACE Marketplace
One Stop Homeless Assistance Center
Phase-1

PONIKVAR & ASSOCIATES

County Commission: Preliminary Design



Site Plan

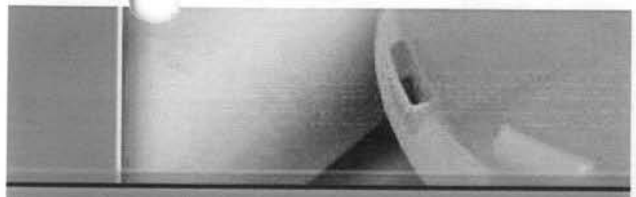
CITY OF GAINESVILLE

Alachua County, Florida

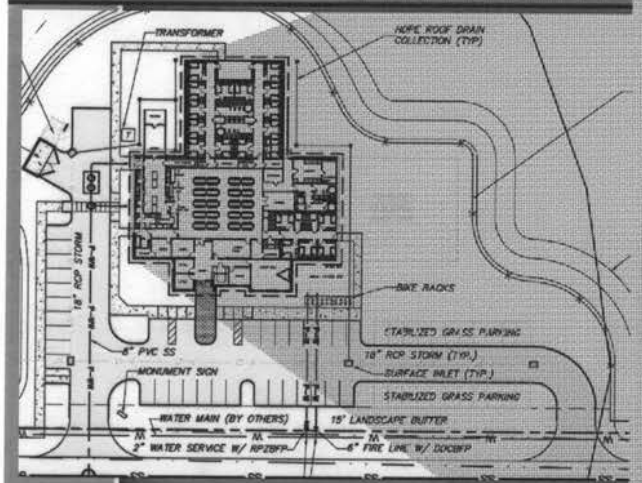
PROJECT GRACE

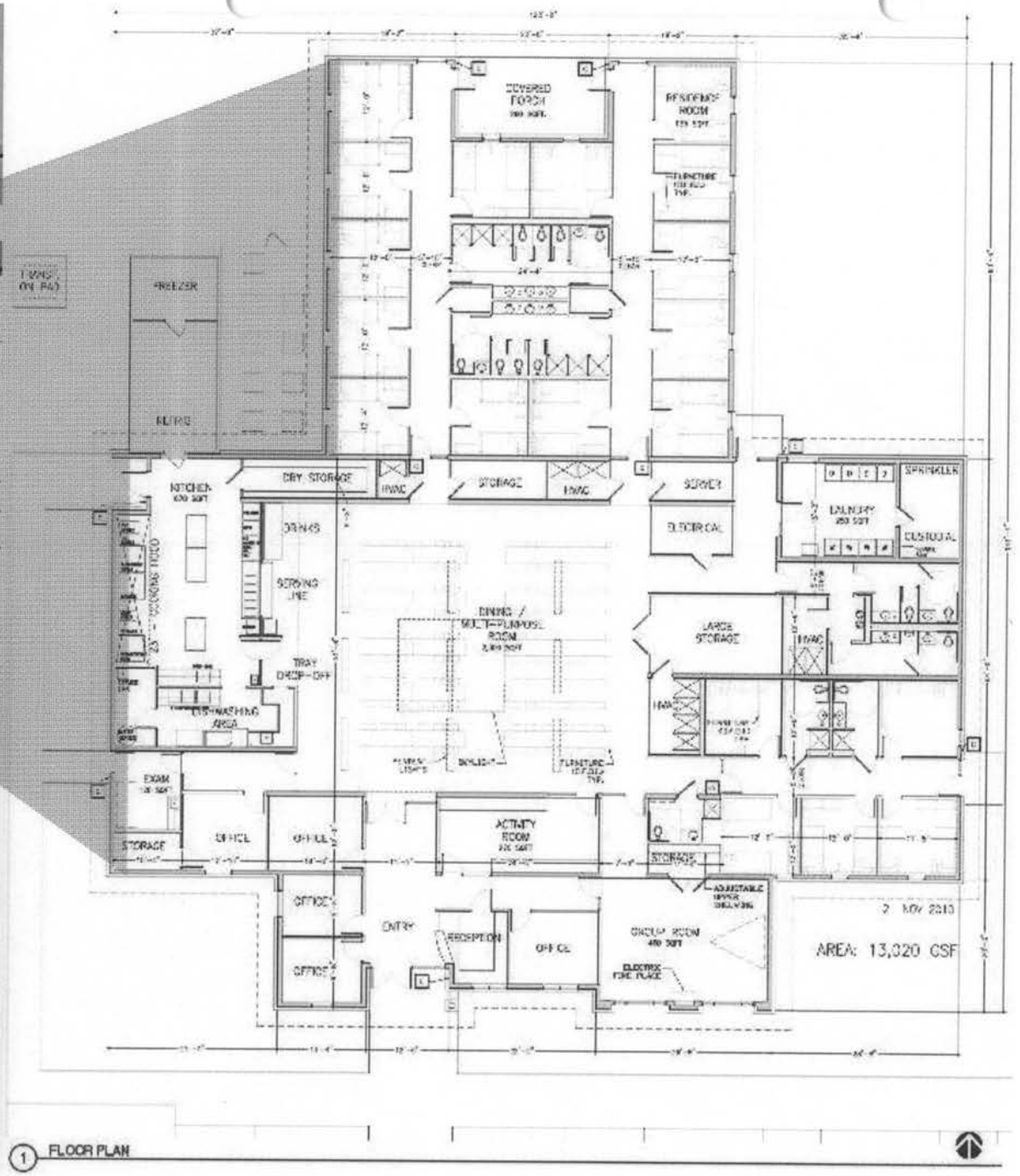
GRACE Marketplace
One Stop Homeless Assistance Center
Phase-1

PONIKVAR & ASSOCIATES



County Comm





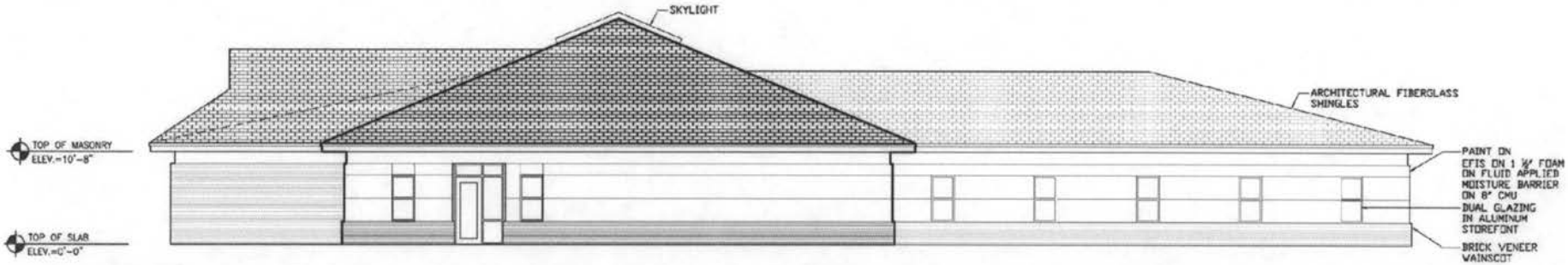
Floor Plan

CITY OF GAINESVILLE
Alachua County, Florida

1 FLOOR PLAN

County Commission: Preliminary Design

1 SOUTH ELEVATION



2 EAST ELEVATION

Exterior Elevations

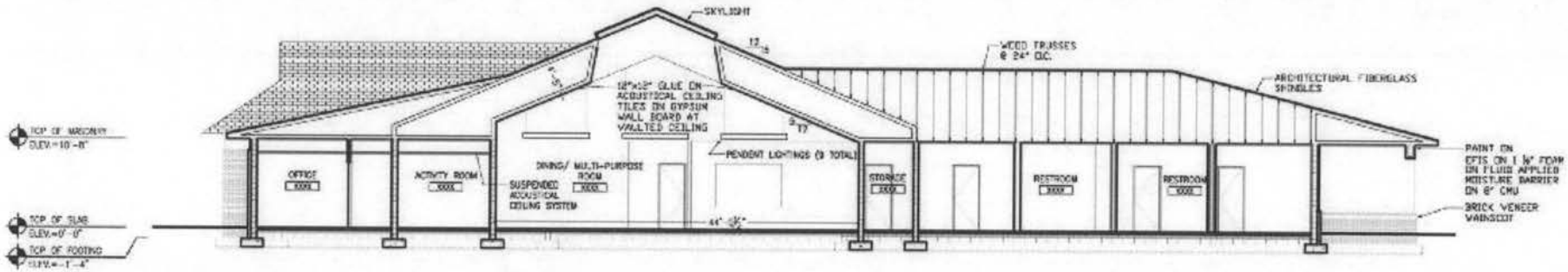
CITY OF GAINESVILLE

PROJECT GRACE

GRACE Marketplace
One Stop Homeless Assistance Center
Phase-1

PONIKVAR & ASSOCIATES

County Commission: Preliminary Design



1 NORTH-SOUTH BUILDING SECTION: THRU DINING/ MULTI-PURPOSE ROOM

Building Section

CITY OF GAINESVILLE

Alachua County, Florida

PROJECT GRACE

GRACE Marketplace
One Stop Homeless Assistance Center
Phase-1

PONIKVAR & ASSOCIATES

County Commission: Preliminary Design

Conceptual Rendering

CITY OF GAINESVILLE

Alachua County, Florida

PROJECT GRACE

GRACE Marketplace
One Stop Homeless Assistance Center
Phase-1

PONIKVAR & ASSOCIATES

January 11, 2011 Regular BOCC Meeting
Agenda Item #13

Title
Diversity, Inclusion, and Workforce Development Framework and Implementation Plan. (Amended)

Amount
N/A

Description
Presentation of the Diversity, Inclusion, and Workforce Development Framework and Implementation Plan.

Recommendation
View presentation and approve the plan.

Alternative(s)
Do not approve the plan.

Requested By
Betty Baker

Originating Department
Administrative Services

Attachment(s) Description
Supporting Document -Diversity, Inclusion, and Workforce Development Framework and Implementation Plan - to be provided at a later date

Documents Requiring Action
N/A

Executive Summary
The Diversity and Inclusion Framework reflects Senior Management Team's vision of creating an innovative organization that work smart, a County's workforce that attracts and leverages diversity in its staff to create programs and services that meet the diverse needs of the communities we serve. This Framework seeks to address systemic barriers in order to build a diverse and inclusive workforce broadly representative of the citizens and communities we serve. It provides the means to integrate diversity and inclusion values and practices into existing processes, and enable progress and results to be measured departmentally and organizationally. Success is contingent upon organizational commitment and dedication of the time and resources essential to ensure completion of the implementation plan.

Background
As the County looks to the future, it must plan for the economic changes that are occurring. As it faces increasing business costs, a weakened state and local economy, it is also facing social changes that include the changing demographics of Alachua County's population. The County views diversity as a business asset and will work to ensure that its workforce represents and reflects the community it services by undertaking measures to foster an inclusive environment. At the February 2010 Alachua County Commission Retreat, Commissioner Lee Pinkoson suggested that the Special Recruitment and Training Program (which was a function under the Public Safety Department) be transferred to the Equal Opportunity Division (a function under the Administrative Services Department). After some discussion, a motion was approved by the County Commission directing staff to explore this

suggestion. As a component of his 2011 budget message, County Manager Randall Reid recommended a county-wide recruitment and workforce planning initiative to increase diversity throughout general county government. The current Special Recruitment and Training Program Coordinator would be assigned the responsibility for implementing and managing this county-wide initiative. The transfer has occurred, however funding decisions were postponed until a final Diversity Plan with recommendations was presented to the BOCC.

Issues
N/A

Fiscal Recommendation
To provide funding or adequate resources.

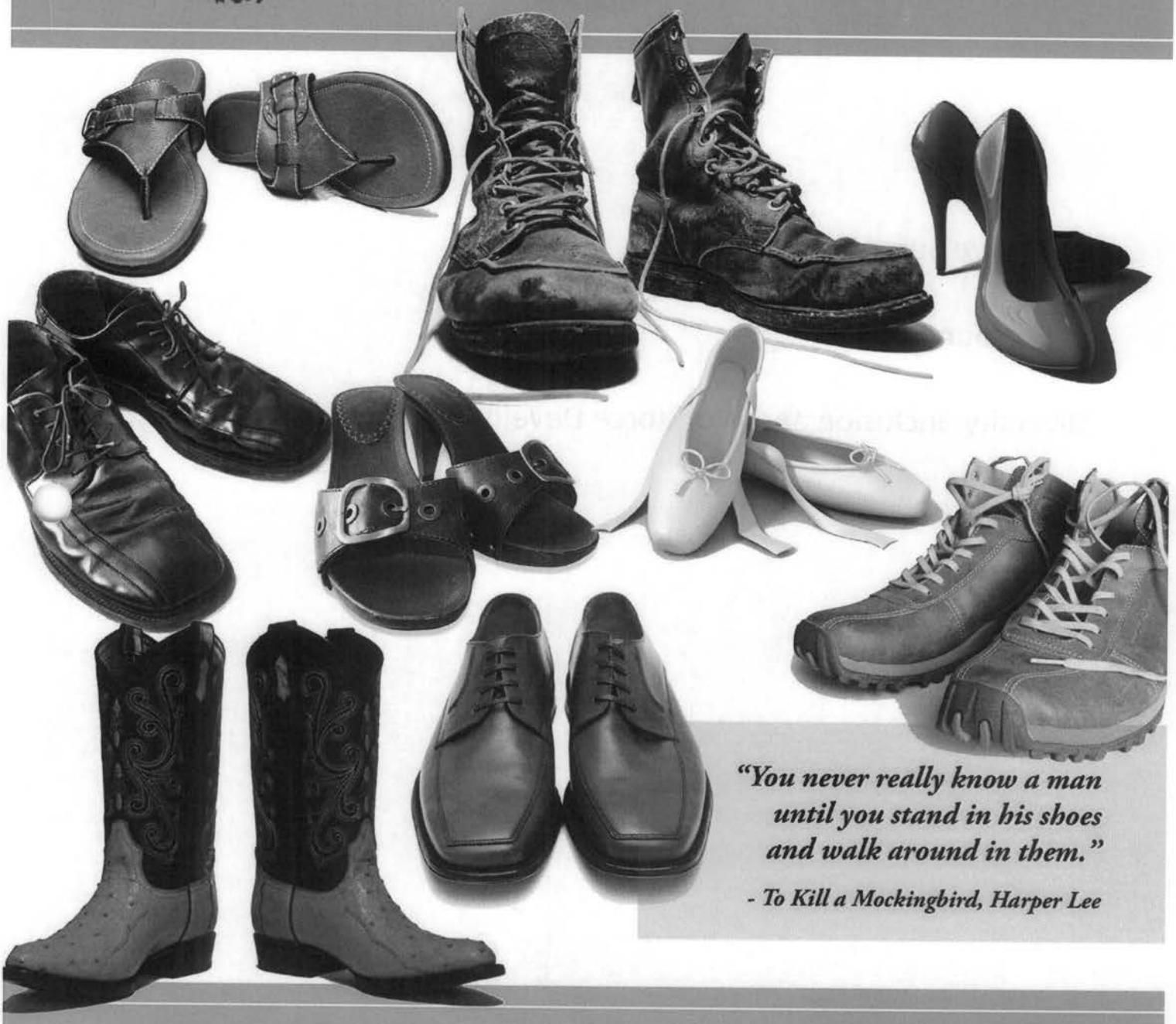
Fiscal Alternative(s)
N/A

Funding Sources
To be determined

Account Code(s)
To be determined

Attachment: DIWD_BoardPresPaper_updated122110.pdf

Diversity and Inclusion & Workforce Development Framework and Implementation



"You never really know a man until you stand in his shoes and walk around in them."

- To Kill a Mockingbird, Harper Lee

Alachua County Administrative Services
12 SE 1st Street, Gainesville FL
352-374-5219

TABLE OF CONTENTS

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Diversity, Inclusion and Workforce Development Framework	12
Appendices	20

Executive Summary

"loves technology, does war re-enactments, cares for an aging parent."

EXECUTIVE SUMMARY

The Diversity, Inclusion and Workforce Development Framework reflects Senior Management Team's vision of creating an innovative organization that works smart, a County workforce that attracts and leverages diversity in its staff to create programs and services that meet the diverse needs of the communities we serve.

Diversity and inclusion go hand in hand. Organizations that successfully capitalize on the diversity of their staff consistently work to identify and address systemic barriers embedded within policies, practices, programs and services that inadvertently exclude individuals or whole communities.

This framework seeks to address systemic barriers in order to build a diverse and inclusive workforce broadly representative of the citizens and communities we serve. It provides the means to integrate diversity and inclusion values and practices into existing processes, and enable progress and results to be measured departmentally and organizationally.

Success is contingent upon organizational commitment and dedication of the time and resources essential to ensure completion of the Implementation Plan.

The Diversity and Inclusion Framework is intended to ensure the ongoing success of the County in attracting a diverse range of talented people who choose a career with Alachua County because they are confident that their experiences and views will be included in creating the training, policies, programs and services that make County services accessible to all.

It is about maintaining public confidence that County programs and services meet the diverse needs of its taxpayers.

It is about equipping staff at all levels with the tools and support necessary to create an innovative organization that develops the County's competitive edge in an increasingly competitive labor market.

Diversity, Inclusion and Workforce Development's Four Goals:

1. Having a workforce that is broadly reflective of the community.

2. Identifying and addressing barriers within organizational systems.

3. Attracting, developing, training and retaining a talented workforce skilled at working in an inclusive and respectful manner with one another and with the community.

4. Creating processes, policies, plans, practices, programs and services that meet the diverse needs of those we serve.

"has asthma, likes to garden, plays drums in a rock band"

Background

BACKGROUND

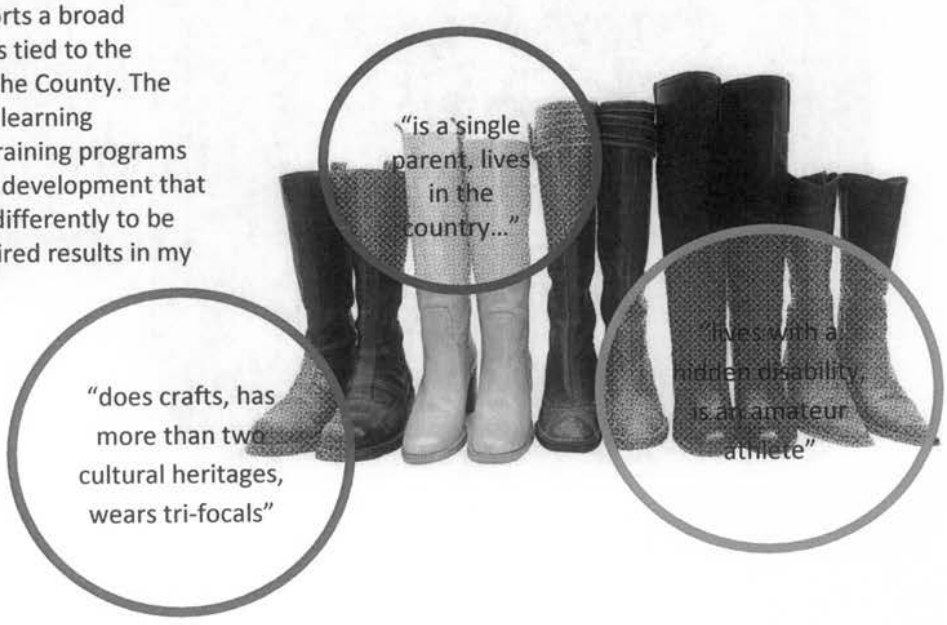
As the County looks to the future, it must plan for the economic changes that are occurring. As it faces increasing business costs, a weakened state and local economy, it is also facing social changes that include the changing demographics of Alachua County's population. The County views diversity as a business asset and will work to ensure that its workforce represents and reflects the community it serves by undertaking measures to foster an inclusive environment.

At the February 2010 Alachua County Commission retreat, Commissioner Lee Pinkoson suggested that the Special Recruitment and Training Program (which was a function under the Public Safety Department) be transferred to the Equal Opportunity Division (a function under the Administrative Services Department). After some discussion, a motion was approved by the County Commission directing staff to explore this suggestion.

As a component of his 2011 budget message, County Manager Randall Reid recommended a County-wide recruitment and workforce planning initiative to increase diversity throughout general County government. The current Special Recruitment and Training Program Coordinator would be assigned the responsibility for implementing and managing this County-wide initiative.

At the final budget hearing on September 28, 2010, the County Commission approved eliminating the Special Recruitment & Training Program's four Recruit positions. To replace these positions, two full-time entry level firefighter/EMT positions will be utilized to continue the Special Recruitment & Training Program.

The purpose of this report is to develop a strategic, comprehensive recruitment, inclusion and workforce development master plan that supports a broad definition of diversity/inclusion and is tied to the strategic goals and guiding vision of the County. The emphasis is on creating a supportive learning environment utilizing consultation, training programs and teamwork tactics including skills development that answer the question "what can I do differently to be more successful and achieve the desired results in my areas of responsibility?"



Defining Diversity

A review of literature, various diversity plans from the university community, the public and private sector finds that there are varied definitions that all focus on the equality of being different. For the purpose of this paper various definitions are listed below:

The American Heritage Dictionary of the English Language defines diversity as "the *factor quality of being diverse; difference; A point or respect in which things differ."*

Diversity is a commitment to recognizing and appreciating the variety of characteristics that make individuals unique in an atmosphere that promotes and celebrates individual and collective achievement. (The University of Tennessee Libraries' Diversity Committee – 2001, 2008)

Diversity is "...who we are. It is quantitative... it is determined by race, gender, and culture. On a more subtle level...class, sexual orientation, religion, ability and appearance" (National Association of Independent Schools website - NAIS)

Diversity and inclusion is a core value as is evidenced in the County's Values Statement as developed by teams of County employees in 2001. (Appendix 6)

Diversity is: Individual differences (e.g., personality, learning styles, and life experiences) and group/social differences (e.g., race/ethnicity, class, gender, and sexual orientation, country of origin, and ability as well as cultural, political, religious, or other affiliations). ***At its ideal, diversity is the range of human differences – recognizing that each person has layers of diversity, which make his or her perspective unique. (City of Edmonton, AB, Canada).***

Inclusion is: The active, intentional, and ongoing engagement with diversity—in people, in the curriculum, in the co-curriculum, and in communities (intellectual, social, cultural, geographical) with which individuals might connect—in ways that increase one's awareness, content knowledge, cognitive sophistication, and empathic understanding of the complex ways individuals interact within systems and institutions. ***Inclusion is involving and valuing these layers of human differences and viewing such differences as strengths (City of Edmonton, AB, Canada).***

Diversity is not a replacement for enforcement of federal, state and local laws regarding discrimination in hiring, workplace harassment, regarding age, race, sexual orientation, gender, religion, ability etc... Diversity creates a climate to further enhance these laws.

Purpose of a Diversity and Inclusion Master Plan

The overall goal of the Master Plan is to enable Alachua County to publicly declare its commitment to diversity and inclusion. It also presents the principles, policies, and values that would guide the County to leverage diversity as an asset for organizational transformation throughout the entire County.

- Alachua County's Diversity Master Plan specifically seeks to:
- Advance the vision of diversity and inclusiveness inherent in the County's mission, vision & values
- Establish principles, policies, and best practices for advancing diversity and inclusion
- Remove barriers and create opportunities for access and success
- Foster an inclusive work environment that respects the dignity of every person,
- Seek similarities, understand differences, and celebrate diversity of its employees and citizens
- Position the County regionally and nationally as an employer of choice, as a great place to work, and great people with whom to work
- Demand accountability for inclusive practices that promote employee success in upward mobility
- Cultivate a culture of assessment and continuous improvement of diversity and inclusion

The Business Case for Diversity and Inclusion

Diversity can be defined as the range of visible and non-visible differences that exist between people. Managing diversity harnesses these differences, creating a productive environment in which everyone feels valued, where talents are fully utilized and in which organizational goals are met.

In the dynamic, information-focused environment of the 21st century, the County's success will be shaped by how well diversity and inclusion are embedded in our business processes and organizational culture, and

- Protects against legal issues/law suits – everyone knows their duty under the law.
- Creates feelings of acceptance and inclusion.
- Promotes tolerance and reduces potential conflict.
- Helps recruitment, retention and achievement of staff
- Improves quality of workforce/attracting the best staff.
- Improves diversity of employees which reflects the local population.
- Contributes to reputation of organization as one that treats people fairly.
- Raises aspirations and achievements, especially if we use role models.
- Reinforces the reputation of the County (achievement and mission).
- Adapts to change

Building the Diversity, Inclusion and Workforce Development Framework

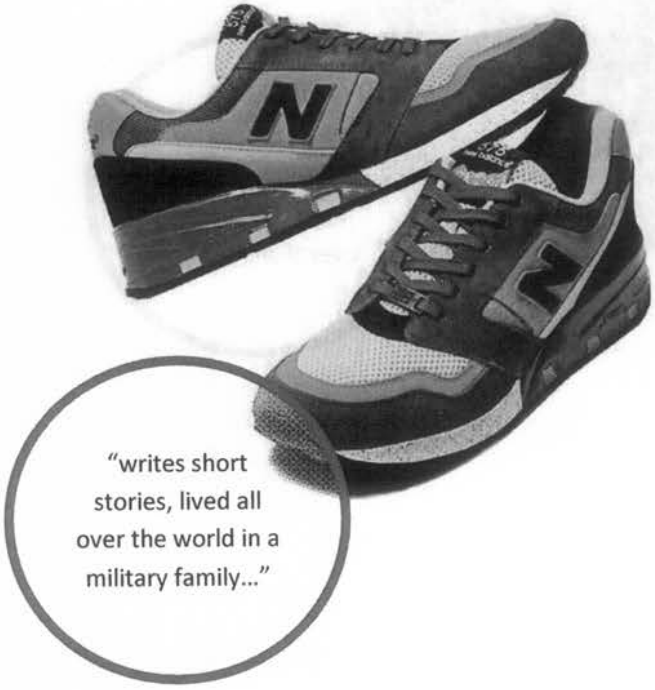
The proposed Office of Diversity, Inclusion and Workforce Development will work to support departments in developing and implementing a strategic framework that builds diversity in the workforce, helps create respectful and inclusive work environments and finds ways to weave diversity and inclusion practices and principles into policies, business plans, practices, performance expectations, program and services.

The process of building the Diversity, Inclusion and Workforce Development Framework began with a comprehensive review of research to identify current best practices in the area of diversity and inclusion. This review resulted in the identification of essential common elements for achieving sustainable diversity and inclusion practices within organizations.

When building the Diversity, Inclusion and Workforce Development Framework, it was critical to keep before us the concept of diversity as the range of human difference in which each person has layers of diversity which make his/her perspective unique. These layers are represented on the next page and illustrate the ways in which our employees and the citizens we serve may differ from one another.

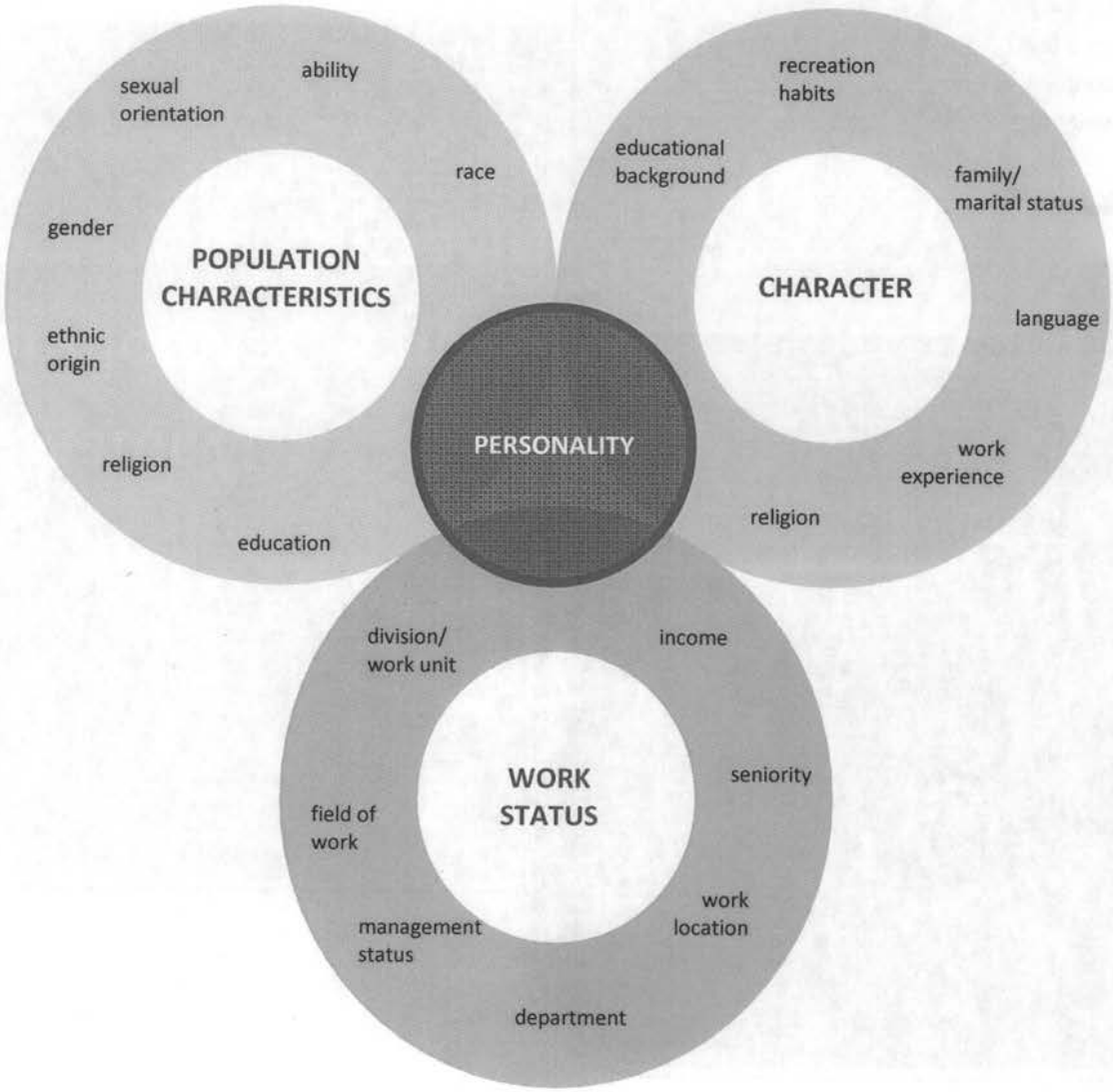
These elements include:

1. *Informed and committed leadership*
2. *Comprehensive scope of goals and activities*
3. *Integration of program objectives within department goals throughout the organization*
4. *Dedicated resources*
5. *Focused education and training opportunities*
6. *Policy review and development*
7. *Shared responsibility and individual accountability, and*
8. *Measurement and evaluation*



LAYERS OF DIVERSITY

The Layers of Diversity, as represented below, illustrate the ways in which people, including employees, may differ from one another, and shows the factors that create the diversity in each of us.



"lives with her parents, likes to surf, is a few pounds overweight..."

Diversity, Inclusion & Workforce Development Framework

PURPOSE, VISION AND VALUES

PURPOSE: To integrate diversity, inclusion and workforce development values and practices into existing organizational processes and enable progress and results to be measured departmentally and County-wide.

VISION – Our Ideal Future State: To have a respectful and supportive workplace that attracts, develops and retains a talented workforce broadly representative of the citizens and communities we serve.

VALUES:

We value Diversity by:

- accepting, respecting and valuing individual differences and
- capitalizing on the diverse backgrounds and experiences of our staff and community members.

We value Inclusion by:

- identifying, addressing and removing barriers in processes, particularly, the recruitment and hiring process, policies, plans, practices, programs and services
- facilitating opportunities for employees that result in effective and meaningful participation and
- creating ideas and solutions built upon a broad range of perspectives.

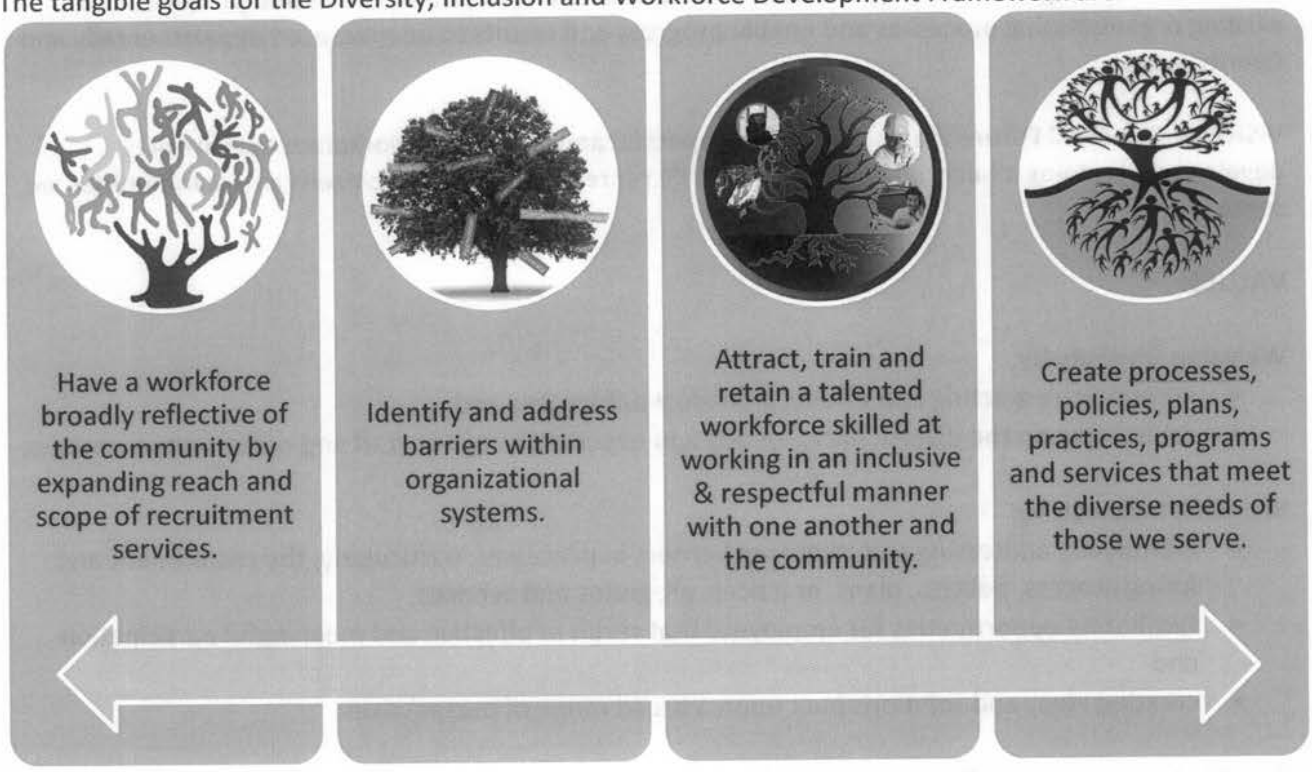
We value a Learning and Development Culture by:

- offering a variety of education and training opportunities designed to meet the specific needs of each employee and designed to address behavioural change
- offering learning programs to further develop knowledge and skills in employees so they serve co-workers and citizens in an inclusive, respectful manner and
- providing training programs that incorporate the principles of diversity and inclusion in the design, development and implementation of all training programs.

Ultimately, the practice of diversity, inclusion and developing employees will lead to an organizational culture in which:

- people are treated with dignity, respect and fairness
- harassment and discrimination are not tolerated by anyone
- individuals are encouraged to take action and be creative when resolving problems and
- self-awareness and personal accountability are not only expected, but are the norm.

The tangible goals for the Diversity, Inclusion and Workforce Development Framework are:



Implementation Strategies

At a minimum, the basic purpose of this initiative is to increase the number of qualified women and minorities applying for positions thereby increasing the likelihood of hiring under-represented candidates as outlined in the July 2010 Workforce Analysis Report.

Additionally, the goal is to provide learning opportunities to all staff to increase internal competition for promotional opportunities and upward mobility, particularly in the under-utilized populations. This is in alignment with the County's Governance Core Service and the Desired Outcomes of:

- Attract, recruit and retain qualified and diverse workforce and
- Provide a comprehensive personal and professional growth program.

By increasing the diversity of County employees and investing in the development of all staff, we will empirically demonstrate a commitment to the organization's diversity value statement. It is recommended that this new County-wide initiative be assigned as an operating function under the Administrative Services Department.

The activities, outputs and indicators of success are outlined in the Diversity, Inclusion and Workforce Development Performance Measurement Table in the Appendix. These measures will help us evaluate how successful we are at reaching our goals.

General Targets for 2010/11-2012/14

2010-2011

During this fiscal year the focus is on developing a workforce analysis, reviewing and re-writing policies. In addition the BOCC approved the formation of the Division of Diversity, Inclusion and Workforce Development, combining special recruitment into this newly formed division

2011-2012

One of the critical components of this phase will be workforce planning. Several strategies will be developed and implemented which will include succession planning, management development and leadership institute and a middle management internship and mentoring programs to prepare internal candidates for upward mobility and competition with outside job applicants.

2012-2014

The focus will be to continue to identify under representation and eliminate barriers and maintain a state of the art Diversity program. Monitoring and accountability will continue and adjustments to the program will be made as needed. Integrating diversity into the culture is a shared responsibility that involves individual accountability. It is dependent upon each employee, at every level of the organization, fulfilling his or her role. However, in addition to employees fulfilling their roles, the organization's leadership must provide guidance, resources and support.

It is essential that each department work with our Recruitment Coordinator, Training Manager, Equal Opportunity Manager and Human Resources Manager to implement practices and behaviours that support and encourage diversity, inclusion and employee development.

Moving Forward with Implementation

Organizational changes require a transition period during which people become familiar with new guidelines, directives, and roles; in which they learn about new (or refreshed in current) concepts and find ways to turn ideas into daily practice.

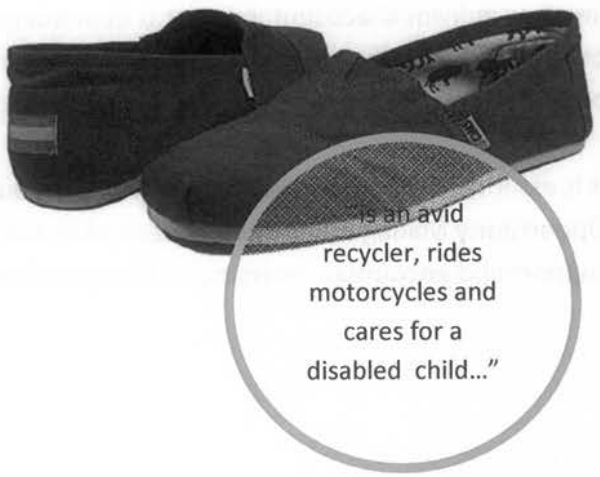
For a plan to be successful it must have three components: resources, capacity for implementation and time for implementation. Additionally, it must be measurable and there must be accountability. Our progress can be tracked through our annual workforce plan that will be presented to the BOCC annually as well as through a variety of activities and outputs outlined in the Performance Measure Table (Appendix 5). The newly formed Office of Diversity, Inclusion and Workforce Development will develop programs that address the diversity needs in the County.

There are three critical implementation requirements needed to support the Implementation Plan. They are:

1. Resources for Implementation (People and Money)
   Human and financial resources are necessary to implement the Diversity, Inclusion and Workforce Development Framework. The Administrative Services Director, Recruitment Coordinator, Human Resources Manager, Training Manager and Equal Opportunity Manager will serve as the implementation team.

   Communication and awareness building activities, as well as monitoring, reporting and recognizing efforts will also need resources to ensure their completion. Sustainable and predictable funding is required to support these efforts. The Training (Workforce Development) area is already funded; however, the diversity recruitment function is only partially funded.

2. Capacity for Implementation
   Training and time are required to further develop the capabilities and competencies needed to meet the organizational goals of building a diverse and inclusive workforce. Training will be developed and delivered at organizational, department and business area levels using internal and external resources.



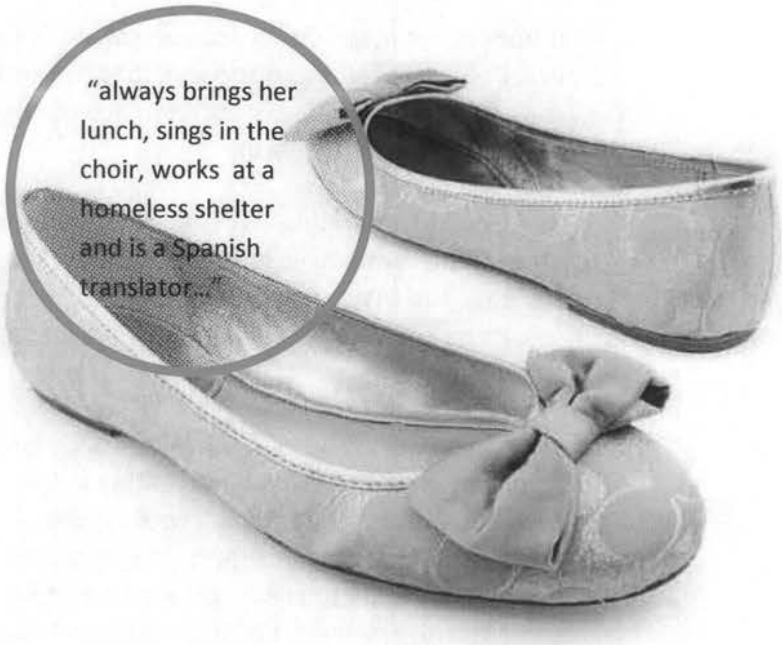
3. Time for Implementation

There are many competing priorities facing the organization and departments. Achieving the goals of the Diversity, Inclusion and Workforce Development Framework requires dedicated staff attention over a period of time (see General Targets and Timeframes above).

Employees who develop innovative ideas to meet new challenges need leadership support and will also need to spend time developing and implementing creative solutions. It is these solutions that will make Alachua County a leader in diversity, inclusion and workforce development and increase our competitive edge as an "Employer of Choice."

Additionally, an evaluation transition phase will provide an opportunity to improve elements in the Diversity, Inclusion and Workforce Development Framework that could benefit from greater clarity or education, including evaluation of:

- Diversity and Inclusion Lenses
- Awareness and communication activities
- Training and development activities.



Conclusion

The Diversity, Inclusion and Workforce Development (DIWD) Framework provides staff throughout the organization with the knowledge, tools and support to build an increasingly diverse and inclusive workforce broadly representative of the communities we serve.

It honors the many County processes, policies, plans, practices, programs and services that currently improve connections with citizens and enhance employee engagement and inclusion.

By formally integrating diversity, inclusion and workforce development practices into existing organizational systems, the DIWD Framework enables progress and results to be measured, evaluated and continually improved.

This Framework, and its Appendices, provide the means of achieving the Board's goal of creating a diverse, inclusive and engaged workplace that attracts, trains and retains a talented workforce. It supports the imperative to leverage our own diversity to create programs and services that meet the diverse needs of those we serve and enable their full inclusion in the life of their employer and their community.

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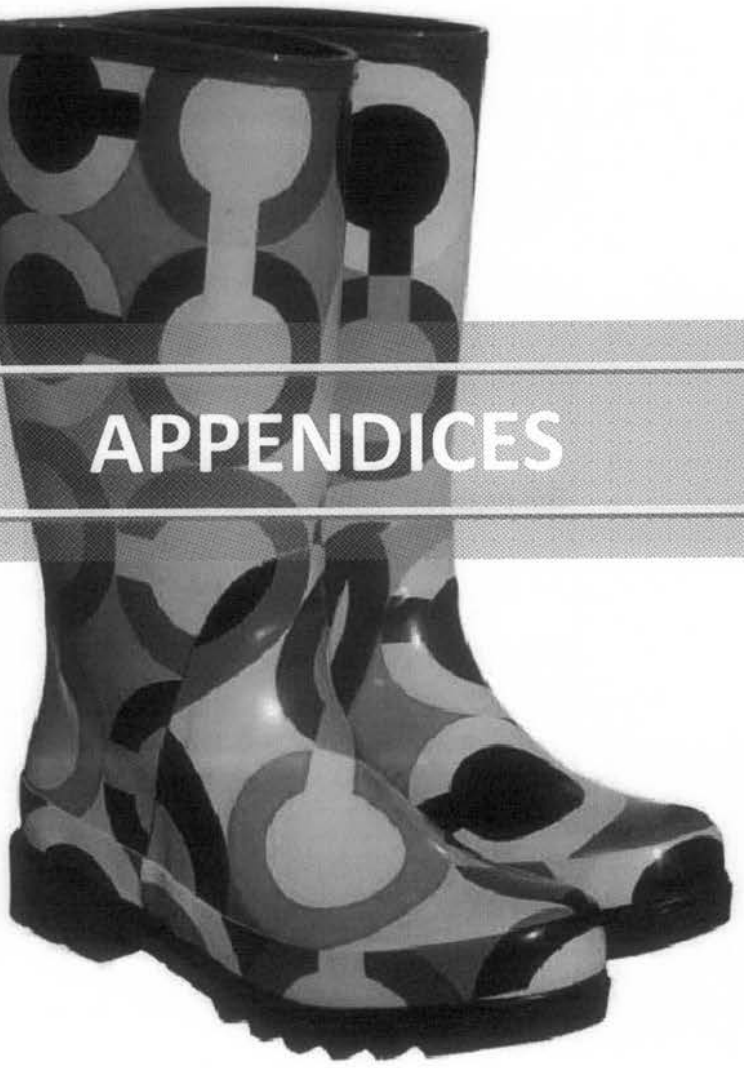


APPENDICES

APPENDIX 1 – ESSENTIAL ELEMENTS (Successful Diversity, Inclusion and Workforce Development Frameworks include these elements)

MACRO LEVEL

Policy Review and Development

- Policy and administrative directives provide a framework for delegating decision making, reduces misunderstandings and uncertainties and serves as a basis for directing all employees toward achievement of the organization's goals.
- The way policy is developed is as important as what it yields.

Measurement and Evaluation

- Measurement and evaluation are instruments for building knowledge and making improvements.
- We will use the Performance Measurement Process to determine organizational success.

Informed and Committed Leadership

- Leadership is committed to organizational change ensuring respect and credibility for the initiative by continually articulating the vision, being visible spokespersons and leading by example.

Comprehensive Scope

- Strategies are integrated throughout the organization and address organizational systems, policies, practices, programs and services.

MICRO LEVEL

Shared Responsibility & Individual Accountability

- Everyone has a responsibility for the success in achieving diversity, inclusion and development goals, and individuals are evaluated on their performance related to these goals.

Education and Training

- Education and training is designed to meet the specific needs of each workplace and are designed to address behavioural change.

Dedicated Resources

- Both financial and human resources are allocated to sustain the strategies and programs. Leadership and staff are dedicated to moving the process forward.

APPENDIX 2 – Implementation Plan

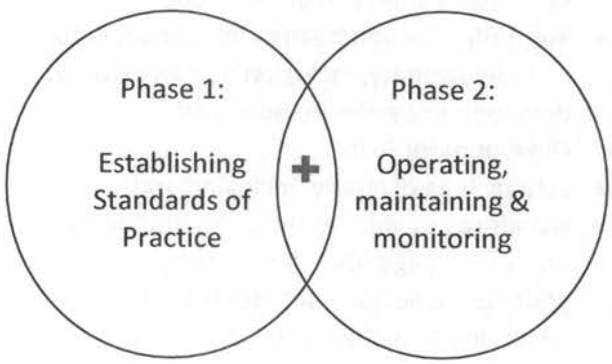
The implementation plan is created from the essential elements and is intended to build capacity and sustainability in each department as it integrates this framework into existing corporate business processes, practices, programs and services. The plan is broken into two phases – a transitional phase (Establishing Standards of Practice) and an ongoing phase (Operating, Maintaining and Monitoring).

The plan uses a step by step approach within each category. The final step is a product or process that will be used to create action plans to move into the ongoing phase. These final steps are highlighted.

Department staff and DIWD staff will work to complete the steps.

Essential Element	Departmental Actions	DIWD Support/Involvement
Leadership	1. Make diversity, inclusion and development a standing item on meeting agendas 2. Be spokespeople re: support for diversity, inclusion and development (Use existing communication vehicles) 3. Recognize efforts of staff who take action to integrate framework into practices, plans, programs and services 4. Determine ongoing leadership activities for department	• Provide information on monthly basis to share at meetings. Examples include highlighting annual dates, community events, upcoming learning opportunities for staff, etc. • Mentor and collaborate with supervisors/managers on recognition activities
Comprehensive Scope	1. Learn definitions of diversity and inclusion and how to use the "Lens" 2. Pilot Lens in each functional area and share learning 3. Determine departmental priority to apply Lens to improve customer service, programs, practices and process to report barriers addressed	• Providing training on definitions and how to use the Lens • Support department staff when piloting the Lens
Policy Review	1. Identify policies owned by department 2. Review policies to see which are priorities to update in terms of integrating diversity, inclusions and development values and practices	• Modify Lens based on review/monitoring
Performance and Evaluation	1. Gather department successes, challenges, actions taken, new hires, promotions, complaints or grievances & names of staff deserving recognition 2. Review policies to see which are priorities to update in terms of integrating diversity, inclusions and development values and practices	• Provide corporate summary to share with Leadership, and entire organization

Essential Element	Departmental Actions	DIWD Support/Involvement
Dedicated Resources	1. Provide time for staff to create and implement the Framework 2. Provide time for employees to attend training that supports integration of Framework	• Workforce Development to provide and support existing training opportunities, in conjunction with Human Resources and Equal Opportunity, to support and enhance integration of values and practices
Shared Responsibility and Accountability	1. Managers and directors (or equivalents) identify in performance appraisals goals related to integration of diversity, inclusion and workforce development 2. Communicate and build awareness within departments the roles and responsibilities of each employee in supporting and integrating the Framework 3. Determine process to measure individual performance using evaluation criteria (diversity and learning competencies and employee expectations)	• Provide competencies associated with diversity, inclusion and employee development for managers and directors to use when evaluating employees
Education and Training	1. Provide time and encouragement to those interested in developing knowledge and skills to support integration of the Framework	• Provide overview training in conjunction with department • Integrate practices into organizational training sessions • Summarize organizational training opportunities



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Ongoing organization Action Plan

Each plan will contain:

- Activities that align with essential elements
- Support provided by the Department of Diversity, Inclusion & Workforce Development
- Annual reporting

APPENDIX 3 – Roles and Responsibilities

How each employee furthers the diversity, inclusion and workforce development goals is primarily defined by the function they perform within the organization. The employee role applies to all staff, regardless of position. The following provides an overview of the roles and responsibilities of County staff. A corresponding "Diversity, Inclusion and Workforce Development Lens" is provided in Appendix 5 to serve as a tool to assess inclusion awareness and actions for each of these functions.

Board of County Commissioners

- Receiving regular reports on progress toward goals identified in the Framework

County Manager

- Identifying diversity, inclusion and workforce development as part of the organization's vision and values
- Reporting to the BoCC on progress of reaching goals identified in the Framework
- Highlighting areas where revisions are being made and recognition and rewards have taken place

Leadership Team

- Leading by example by participating as visible champions of diversity, inclusion and workforce development principles and actions
- Ensuring the Diversity, Inclusion and Workforce Development Framework is integrated into the County's vision and implement it into new programs, practices, and services
- Identifying diversity, inclusion and workforce development as part of their annual performance appraisal
- Demonstrating leadership and ensuring support for diversity, inclusion and workforce development activities
- Establishing diversity, inclusion and workforce development as a standing item on meeting agendas to monitor progress, address challenges and identify areas deserving of recognition

Department Management Teams

- Leading by example by participating as visible champions of diversity, inclusion and workforce development principles and actions
- Ensuring the Diversity, Inclusion and Workforce Development Framework is integrated into the County's vision and implement it into new programs, practices, and services
- Supporting and empowering employees to implement the Diversity, Inclusion and Workforce Development Framework
- Taking corrective action to address diversity, inclusion and development issues that arise within the department
- Requiring division heads and managers to include diversity, inclusion and workforce development goals in Individual Development Plans
- Establishing diversity, inclusion and workforce development as a standing item on meeting agendas to monitor progress, address challenges and identify areas deserving of recognition

Supervisors/Managers

- Using the Supervisor Lens to create and maintain an inclusive, welcoming work environment for employees and citizens
- Using the Supervisor Lens to identify systemic barriers that exist in workplace practices and suggesting ways to address these barriers. (Working in conjunction with HR and EO offices)
- Working with the Recruitment Coordinator to engage in employment outreach to attract and retain a diverse workforce
- Create mentoring and internship opportunities
- Identifying personal goals related to diversity, inclusion and workforce development in yearly performance appraisal process
- Establishing processes to actively build an inclusive workplace by soliciting ideas and perspectives from staff on ways to increase inclusion of employees in the workplace and increase in citizen access to programs, services and involvement opportunities
- Creating team structures that reflect a diversity of perspectives to achieve objectives of a team
- Recognizing staff members and teams for diversity, inclusion and development successes
- Monitoring, reporting and recognizing departmental diversity, inclusion and workforce development activities

Employees

- Using the Employee Lens to increase their understanding of what is meant by diversity, inclusion and development
- Demonstrating behaviours consistent with the County's diversity, inclusion and development values
- Learning and applying knowledge and skills to:
  - Work in an inclusive and respectful manner
  - Identify and address barriers to inclusion
  - Create and maintain an inclusive, welcoming work environment for coworkers and citizens
  - Create and share innovative solutions that address problems in a positive, customer-focused, inclusive and respectful manner
  - Identify personal goals related to diversity, inclusion and development in yearly performance appraisal process
  - Not tolerating discrimination, harassment or disrespectful behaviour toward anyone

Diversity and Inclusion

- Cultivating community partnerships in an efficient manner by connecting with established community networks to facilitate employment outreach efforts
- Awareness of and incorporation of current hiring trends and best practices
- Providing support to divisions and departments to build awareness of employment outreach opportunities
- Working with the Equal Opportunity Office in data collection and reporting to measure workforce diversity and inclusion and success in the recruitment outreach program
- Supporting and empowering employees to implement the Diversity, Inclusion and Workforce Development Framework

Workforce Development

- Providing a variety of training and development opportunities to ensure that staff at all levels can benefit and use learning on the job
- Providing support to divisions and departments in developing and implementing employee learning goals and objectives
- Utilizing adult learning principles in the design and implementation of any County training program
- Cultivate community partnerships to facilitate employee development efforts
- Providing training in understanding self- and others, teamwork and teambuilding skills, interpersonal skills, communication, conflict resolution and customer service in order to best serve coworkers and citizens
- Providing counseling sessions with individuals and/or groups regarding development of their learning goals
- Providing supervisors and managers with training to promote best practices in managing tasks and leading employees

Human Resources

- Ensuring HR policies, plans, practices and programs support a diverse and inclusive workforce by using the Humans Resources Lens
- Cultivating organizational relationships (unions, EO, DIWD, departments, Leadership) that ensure departments can achieve business operational needs
- Reviewing employment systems to identify and address barriers
- Responding to and addressing complaints
- Awareness and incorporation of current hiring trends and best practices

Equal Opportunity

- Reviewing employment systems to identify and address barriers
- Responding to and addressing employee & citizen complaints
- Providing a variety of internal and external training opportunities to employees and citizen groups to increase awareness of and compliance with diversity, discrimination and inclusion issues
- Providing counseling sessions with individuals and/or groups regarding diversity, discrimination and inclusion
- Providing guidance to divisions and departments

Unions and Associations

- Demonstrate leadership by being respectful of diversity and fostering inclusive union environments
- Demonstrate support for inclusion by providing a balanced approach when participating in complaint and investigation proceedings
- Demonstrate support by building awareness and understanding within their membership of the Diversity, Inclusion and Workforce Development Framework

APPENDIX 4 – Inclusion Lens – A Tool for Alachua County Employees

To effectively serve the broadest segment of the County possible and to attract, train and retain the best employees, the County will:

- Look at how it includes the perspective of the communities we serve, and its own employees and
- Look at how it can build a workforce that broadly reflects the diversity within our communities.

Q: What is an Inclusion Lens?

The Inclusion Lens is a tool to help staff gain greater insight into how each of us can create a more inclusive workplace. It uses a series of questions to help us better understand inclusive behaviour and action. It also helps us reflect on our own behaviours and actions to see how inclusive each of us is.

The Inclusion Lens also helps us analyze our policies, procedures, practices, programs and services to see if they are inclusive of a wide range of individuals and groups.

Q: Why would I use an Inclusion Lens?

You would use an Inclusion Lens to increase your understanding of the actions and behaviours that lead to building a more inclusive workplace and a more inclusive way of delivering programs and services to our citizens.

Q: When do I use the Inclusion Lens?

You can use it at the beginning of a project to help you include the diversity of staff and customers (e.g., hiring or promoting staff, building a team, developing a process, implementing a program)

You can use the Inclusion Lens after you have implemented a process or practice to help assess your success at achieving the goal of including the diversity of staff and customers in your planning and implementation.

Diversity: Alachua County defines diversity as the range of human differences. Each person has layers of diversity, which make his or her perspective unique.

Inclusion: Alachua County defines Inclusion as involving and valuing human differences and viewing such differences as strengths.

Systemic Barriers: These are obstacles or barriers that may not be intended to exclude individuals or even whole communities, but actually do exclude people. Systemic barriers or obstacles can occur when policies and practices, programs and services are created without benefit of a range of perspectives during their development. Using only email to advise citizens of important issues, for example, would exclude all citizens who don't have computer access.

A diverse and inclusive workforce draws on the experiences and views of all its staff to create programs and services that reflect the range of diversity in the communities Alachua County serves.

Q: Which Inclusion Lens do I use?

You may choose to begin with the Inclusion Lens specific to your position and/or function(s). You can review the Inclusion Lens specific to other positions with whom you may also be working or including in your project.

Employee Lenses

Employee Inclusion Lens

- **For all Alachua County employees, all positions, all functions**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	**Can I do more?**
1. Be open to differences in values, communication styles and behaviours of individuals from backgrounds different from your own. • Acknowledge people in a friendly manner with common courtesy • Listen carefully to understand what people are saying or asking • Be patient and ask questions politely to improve understanding • Adapt your speaking style and vocabulary for the intended audience	
2. Create a safe and welcoming workplace where people feel secure and are treated with respect. • Promote cooperation and a welcoming environment for all • Promote an environment free of discrimination, harassment and disrespect for all • Work to understand perspectives brought by all individuals • Incorporate a range of perspectives to create innovative solutions • Treat people the way you would like people to treat you • Take time to get to know each new staff member	
3. Reflect on how you react when someone to whom you are providing service, or with who you are working, has practices different from your own. • Are you respectful, helpful, patient? • Did you value their differences? How did you show you value these differences? • Or, were you uncomfortable with their differences? Were you critical, dismissive, or demeaning in your words, behaviours or attitudes? How did you show this? • How did your reaction affect the person? • How did your reaction affect the person's view of the County? • Are there other positive actions you could take? If so, list them here.	
BUILDING SKILLS, KNOWLEDGE AND SELF AWARENESS	
• How does your own background and experiences create opportunities or barriers when you work with or serve people different from you? • Sign up for training opportunities related to diversity and inclusion, serving diverse customers, learning to identify barriers and developing cross-cultural skills • Take positive action to address diversity and inclusion issues that come to your attention.	

Leadership, Management & Supervisory Inclusion Lens No. 1

- **For County staff who supervise and/or hire employees**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	Yes	No
1. Lead by example by creating a respectful work environment • Clearly outline expectations you have of yourself and others in the workplace in terms of creating a respectful, inclusive and non-discriminatory environment • Do you show respect for people from various backgrounds, lifestyles, viewpoints and needs? (e.g., ethnicity, race, gender, creed and sexual orientation)? • Do you implement actions that promote, create and maintain an inclusive, welcoming and cooperative work environment for employees and citizens? What are they? • Do you take the time to get to know each new staff member in your department? • Do you work to understand the perspectives brought by others? • Do you have ways to actively gather input and ideas from staff and citizens? • Do you create teams composed of diverse perspectives representing different levels of staff within your area? • Do you give direct feedback to staff whose behaviour may be considered inappropriate? • Do you acknowledge staff who contribute positively to creating an inclusive workforce?		
2. Provide support • Do you provide time to staff to integrate diversity and inclusion practices and values into plans, programs and services? • Do you encourage staff and provide time to take training and create a development plan?		
3. Evaluate performance. • Do you have a way of gaining insight into problems and successes in your area? • Do you recognize achievements of your staff that create and contribute to creating an inclusive workplace? • Do you take actions to address problems identified in your area? • Are staff evaluations based on criteria you previously outlined to them and ensured they understood?		
BUILDING SKILLS, KNOWLEDGE AND SELF AWARENESS		
• How does your own background and experiences create opportunities or barriers when you work with or serve people different from you? • Sign up for training opportunities related to diversity and inclusion, serving diverse customers, learning to identify barriers and developing cross-cultural skills • Take positive action to address diversity and inclusion issues that come to your attention.		

Leadership, Management & Supervisory Inclusion Lens No. 2

- **For County staff who supervise and/or hire employees**

INCLUSIVE HIRING AND RETAINING EMPLOYMENT PRACTICES	Yes	No
Pre-posting • Do you consider what knowledge, skills, experience and diversity would complement your team? • Does your business area generally reflect the diversity of the community? • Do you assess the position to accurately determine if the qualifications required to be successful in the position are valid?		
Posting • Do you build your job requirements & competencies related to diversity and inclusion? For example: o Works to understand perspectives brought by all individuals o Promotes cooperation and a welcoming environment for all • Do you ask HR/Recruitment Coordinator to advertise positions in places other than the conventional locations? (remote job sites, newspapers, professional associations, trade journals, job fairs, in places where individuals of under-represented groups would have access) • Do you engage in employment outreach activities and work with HR/Recruitment Coordinator to attract a wider pool of applicants?		
Interviews • Are interview panels composed of individuals who contribute diverse backgrounds and experience relevant to the position you are trying to fill? • Do interview questions validly test for skills, knowledge and experience relevant to the position you are trying to fill? If unsure, do you seek help from HR? • Do you create a comfortable environment for interview candidates? Are you aware that people from different backgrounds may present different interview behaviour than you are used to seeing? What can you do to adjust your style accordingly?		
Hiring and Retaining • Do you hire, retain, train and promote individuals from diverse backgrounds? • Do you hire and promote staff on the basis of job-related abilities rather than on the basis of personality or personal chemistry? • Do you provide mentoring opportunities in your area? • Do you provide training opportunities in your area? • Do you include diversity and inclusion criteria in performance evaluations of staff?		

Planning & Policy Inclusion Lens

- **For County staff who create plans and policies**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	**Yes**	**No**
Gathering information • Do you have current statistics or community demographic profiles to help you better understand the community makeup? • For the plan on which you are working, do you know what the driving need for change is? Are you using the demographic resources above to confirm these drivers? • Are you aware of policies and programs that frequently impact underserved groups, whose awareness of such policies and programs may be low? • Have you identified barriers that prevent or limit underserved groups from participating in the development, or knowing about, specific policies, programs, services or plan?		
Connecting with Citizens • Are public involvement processes accessible to persons in wheelchairs, seniors or others with mobility or other disabilities? • Are public involvement processes easy to get to by public transportation? • Is there a need to make available translation services for persons who speak languages other than English, who are blind or deaf? • Is there a need for childcare when hosting a public involvement process? • Do you recognize and use the knowledge and expertise of staff that have insight into the audience you are targeting by involving these staff in the design/review process? • Do you engage community leaders from a variety of groups, including the hard to reach groups, when information gathering or conducting needs assessments; planning or policy development and evaluation opportunities? • Are you participating in networks, internally and externally, to improve your ability to connect with residents in an effective and efficient way? For example: mass surveys may work for certain citizens, connecting with residents via agencies may work for other citizens Different areas within the organization have relationships with different agencies or communities of interest. Tapping into these networks can help you connect with groups other than those you might already reach.		

Program Development and Services Inclusion Lens

- **For County staff who create programs and services for citizens**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	**Yes**	**No**
Gathering information • Do you have current statistics or community demographic profiles to help you better understand the community makeup such as family size, languages spoken and age? • For the plan on which you are working, do you know what is the driving need a new/revised program or service? Are people requesting it? Is your area receiving complaints which a new program or service may address? • Do you know what other programs or services are offered for, and used by, the audience for whom you are developing the new program or service? • Do you know what barriers exist that prevent or limit your targeted audience from participating in the existing programs or services • Do you know what other areas within the organization may be impacted by the program or service or who may be able to assist with its development?		

Involving Residents
• Do you initiate public involvement processes when creating new programs or services?
• Do you recognize and use the knowledge and expertise of staff that have insight into the audience you are targeting by involving these staff in the design/review process?
• Do you connect with agencies, groups or outside experts who have insights or work with the audience you are trying to reach to ensure program development is appropriate?
• Do you engage community leaders for the target audience in the:
  ○ Planning and needs assessment phases,
  ○ Development, implementation and evaluation phases?		

Development, Implementation and Evaluation
• Do programs and services adapt to and respond to expressed needs such as:
  ○ Easy access to transportation
  ○ Respect for faith or spiritual practices, dietary or translation needs
  ○ Seeking input from participants following a program or service
  ○ Advertising in various formats and venues in order to reach intended audience
  ○ Engaging with those who do not participate to find out what barriers they might face		

Communications Inclusion Lens

- **For County staff who communicate with each other or the public**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	Yes	No
Access to Information • Is the existing information available to the public up to date? • Is this information in something easy to transport and carry (brochure)? • Is there information available on the role of the County and/or specific functions/departments? • Is information easily found? • Is information about the County located outside the organization such as at agencies, organizations that serve diverse groups? Do you know where or how it is being used? • Is this information accessible in the workplace? • Is this information in different formats – online, print, other languages, etc.? • Is information regarding other cultures, languages, etc., used in the development of relevant communication materials?		
Language • Are materials and information presented in plain language? • Are brochures brief and to the point? • Does the County have current statistics on languages other than English spoken in the community? • Is there a budget allocated for translation services? • Are existing materials regularly reviewed and assessed for bias and appropriate changes made?		
Visuals • Does the County have pictures/posters depicting diversity in the workplace and visible to guests? • Do photographs used in communication materials represent the diversity in the community? • Are the positions of individuals from underserved groups portrayed equitably (who's in the foreground, first/last, served or being served)? • Do County calendars represent dates of significance recognized by various religions and cultures in the community?		

Human Resources/Recruitment Inclusion Lens

- **For County staff who recruit people to work for the County**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	Yes	No
General • Are employment practices reviewed on a regular basis to identify possible barriers in recruitment, hiring, promotion and retention of diverse staff? • Are employment practices documented and accessible for reference and to encourage consistency in practice?		
Job Classification • Do you assess if the basic job requirements are bona fide and valid to predict successful job performance?		
Recruitment • Do you review position requirements (education and experience) with hiring supervisor to ensure appropriate job classification is chosen? • Are basic job requirements consistently applied when advertising for the same position and level? • Are job advertisements written in easy to read, non-bureaucratic, plain language designed to attract a wider pool of applicants?		
Outreach • Aside from conventional methods, are positions advertised in remote work site locations, community agencies, professional associations, job fairs, internet or educational institutions for staff, temporary and intern positions, and in places where large numbers of underrepresented groups would access? • Are mechanisms in place to consult and collaborate with under-represented groups in the recruitment process?		
Interview Skills – Required for All Employees • Shows respect for differences in backgrounds, viewpoints and needs in reference to areas such as age, gender, sexual orientation, ethnicity, faith and family status • Promotes cooperation, collaboration and creates a welcoming environment for all • Works to understand perspectives brought by all individuals • Values differences as strengths		

Human Resources/Recruitment Inclusion Lens

- **For County staff who recruit people to work for the County**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	Yes	No
Testing and Screening • Are tests/screening tools validated for job-relatedness? • Are tests/screening tools examined for cultural, gender, age, racial or other biases? • Are tests and interview locations accessible in physical and geographical terms? • Are selection test materials made available in various media to accommodate applicants' needs (e.g., Braille, tapes for hearing impaired)? • Does the interview/selection process tend to screen more for "personal suitability"?		
Supporting the Hiring Supervisor • Are managers and interviewers aware of individual and collective responsibility to be aware of human rights, equal opportunity and discrimination legislation? • When used, are interview panels composed of individuals who contribute diverse backgrounds, perspectives, experience of individuals who possess diversity and inclusion competencies?		
Union Relations • Are recruitment policies, practices communicated to and involve unions, managers and employees when revised?		

APPENDIX 5 – PERFORMANCE MEASUREMENT TABLE

L Long-term (3-5 years) S Short-term (1-2 years)

Actions	Activities	Performance Indicators	Desired Outcomes	Data Collection
Have a workforce broadly reflective of the community.	• Conduct hiring outreach • Review recruitment, development, retention practices to ensure barriers to employment and employee success are identified and addressed (Lens) • Create mentoring opportunities across the organization	• Percent of applicants satisfied with the service provided by HR during the employment application process • Percent of hiring supervisors satisfied with their interactions with HR during the hiring process • Training participation and satisfaction rates • Percent increase in the diversity of the workforce	• Attract, recruit and retain a qualified and diverse workforce	• HR applicant and supervisor surveys • Workforce Analysis and Census Data • Training satisfaction evaluations
Address inclusion barriers within organizational systems	• Build awareness of Diversity and Inclusion Lens for each area • Apply Diversity and Inclusion Lens to identify barriers in policies, plans, practices, programs and services • Create and implement plans to address identified barriers	• Diversity and Inclusion Lens training participation numbers • # of training sessions offered	• Use of the Lens drives policies, programs, practices and services L S • Barriers to inclusion are eliminated when identified L • Staff report increased ability to identify and address barriers L S	• Department reports

PERFORMANCE MEASUREMENT TABLE

L Long-term (3-5 years) S Short-term (1-2 years)

Actions	Activities	Performance Indicators	Desired Outcomes	Data Collection
Have a workforce skilled at working in an inclusive manner with one another and with the community	• Revitalize and reissue the County's values • Review and update (if required) procedures to address inappropriate actions/behaviours by employees • Create and disseminate a Communication Plan to increase employee awareness of diversity and inclusion goals, expectations and roles • Implement Education and Training Program	• # of complaints and grievances received related to inappropriate/ disrespectful behaviour • # of successful workplace accommodations implemented	• An inclusive workplace free of discrimination and harassment L S • Staff are more informed about respectful behaviour, County's values, goals, roles and expectations L S	• Track reports, complaints, grievances and number of investigations annually • Post-training evaluations
Create /update programs which meet the diverse needs of those we serve	• Diversity and Inclusion Lens applied where appropriate • Processes are established to actively solicit perspectives and ideas from staff	• Project team membership reflects diverse levels, backgrounds and perspectives of staff • Team/staff documentation of use of Diversity and Inclusion Lens • Departments/teams develop means to solicit employee ideas	• Staff report contributing ideas and perspectives using established processes S Staff report increased ability to solicit ideas and receiving feedback regarding ideas L S	• Department reports • Employee Engagement Survey

APPENDIX 6 – Legislation, Diversity Standards, Ordinances, Etc.

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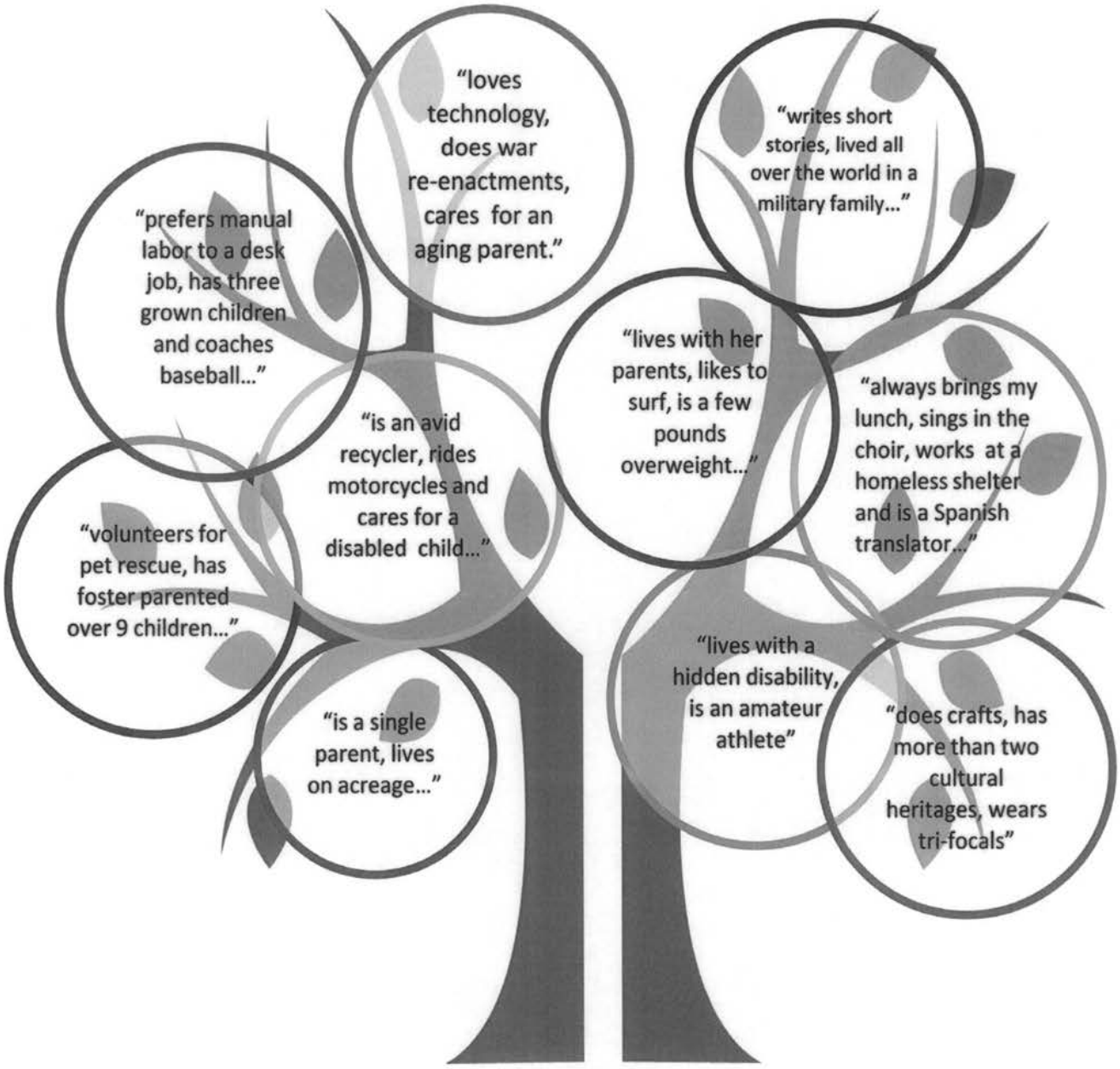


Like the tree above, some of our diverse attributes are above the surface and easy to see, and others are beneath the surface and harder to see.

Thinking beyond observable differences is the key to attaining an inclusive, growing organization.

January 11, 2011 Regular BOCC Meeting
Agenda Item #14

Title
NW 16th Ave/NW 23rd Ave Resurfacing Project (Amended)

Amount
N/A

Description
Request Approval to proceed with the development of the 30% plans in regards to NW 16th Ave/NW 23rd Ave Resurfacing Project

Recommendation
Direct staff to proceed with the development of the 30% plans including the following design elements; 1. Widen sidewalks to up to 10 feet wherever possible. 2. Restripe travel lanes to 11 feet. Utilize raised audible thermoplastic on the outside white line. 3. Leave existing typical median widths unchanged

Alternative(s)
1. Do not hear the presentation and provide comments on the NW 16th Ave/NW 23rd Ave project. 2. Direct staff to proceed with the development of the 30% plans including Option #2 and Option #4. 3. Direct staff to develop 30% plans including Option #2 and an additional Option that will provide a wide shoulder in each direction providing additional space for on the road bicyclists by narrowing the width of the inside travel lanes.

Requested By
Richard Hedrick (Contact: David Cerlanek, 374-5245 ext. 1214)

Originating Department
Public Works

Attachment(s) Description
1. Presentation of the NW 16th Ave/NW 23rd Ave project 2. Summary of public comments

Documents Requiring Action
N/A

Executive Summary
On October 12, 2010 the Action Plan Summary Report was presented to the BoCC. Staff was directed to proceed with development of 30% plans based upon the merger of Options #2 and #4 (widen existing sidewalks and include a 5-foot space between the outside travel lane and the face of the curb). Staff was also directed to provide additional information to the BoCC. A Community Workshop was held on December 15, 2010 at Littlewood Elementary School. A total of 44 comment forms were received and 42 individuals made verbal comments at the meeting, resulting in 191 independent public comments. All comments received are summarized in the attachment. Opposition to the inclusion of on-street bike lanes, reduction of lane width and reduction of median width was expressed by the attending public. Based on the comments received from the public and individual commissioners, staff recommends that the Board reconsider Option #1, which is to restripe the existing 12-foot lanes to 11-foot lanes, creating a 3½-foot space between the outside travel lane and the face of the curb. This option creates additional space between the motor vehicles and the newly widened pedestrian facility, thereby improving the sense of safer walking conditions. Staff also recommends utilizing audible, inverted profile thermoplastic (also used on Millhopper Road) for the outside white line,

which alerts drivers that they are leaving the travel lane. Four of the 191 public comments received voiced opposition to one or more of the proposed median opening modifications. None of the four comments received were from affected business or property owners. Staff has been working closely with the affected businesses and our recommendations reflect the outcome of our collaboration. Staff's recommended modifications pose no apparent threat to businesses, improve the safety of the corridor by eliminating the possibility of certain crash types, and improve the function by eliminating conflict/choke points and lengthening turn lanes. Staff proposes no changes to our current recommendations regarding median opening modifications.In conclusion, staff recommends that the Board approve moving forward with the development of the 30% plans including Option #2 (widen existing sidewalks to up to 10 feet where possible) and Option #1 (restripe existing travel lanes to 11 feet, include audible thermoplastic striping for outside white line).

Background

On June 19, 2007, the Board of County Commissioners approved of the additional 5 cent local option gas tax to fund a list of capital projects which included the resurfacing of NW 16th Ave/NW 23rd Ave project. The project begins on NW 23rd Ave from approximately NW 57th Terrace continuing on NW 16th Ave and ending at the NW 13th St intersection, a total distance of approximately 4.0 miles. The project is estimated to cost approximately $6.5 million from design through construction. As the project includes modification to the intersection of NW 55th Street and NW 23rd Avenue, the Department will be requesting that the BoCC also authorize the use of impact fee funding for a portion of this intersection. The City's Public Works Director has indicated a willingness for the City of Gainesville to pay their proportionate share of the improvements to this intersection as one leg of the intersection is a City street. This improvement will allow for considerable improvement to the Level of Service of this intersection. HDR, Inc. is the County's Engineering Consultant for the NW 16 Ave/NW 23rd Ave project. On February 11, 2009 the County issued a Work Assignment (WA) to HDR, Inc. to design the NW 16 Ave/NW 23rd Ave project. The NW 16th Avenue\NW 23rd Avenue project was initially developed as a pavement rehabilitation project including retrofitting the existing pedestrian features to comply with the Americans with Disabilities Act (ADA) requirements. Upon completion of the initial design analysis, which included an evaluation of the safety and operational conditions for the corridor, additional project modifications were identified including extending the 5- lane section of NW 23rd west to NW 57th Terrace, installation of traffic separators at selected locations, and median closures\modifications at certain locations. Upon completion of the preliminary plans, the County identified the need to evaluate provisions for accommodation of bicycles along the entire corridor. This resulted in the identification of three options to improve bicycle accommodation including narrowing the existing lanes, widening the existing sidewalks, and widening the existing roadway. This information was presented to the BOCC during their meeting on October 27, 2009, at the Public Information Meeting held on November 16, 2009, and at Bicycle/Pedestrian Advisory Board (BPAB) meeting on December 1, 2009. The following motion was made and approved by the BoCC on October 27, 2009. 1) To accept the preliminary plans including option 3 2) East of the intersection of 43rd, and 16th in front of the Kangaroo, explore a business friendly option 3) Include the possibility of 6 foot sidewalks west of 55th 4) Include the possibility of option 2 5) Request the city take over maintenance once completed On December 1, 2009, the following motion was made and approved by the BPAB. 1) Approve County option #3 2) Infill utility strips between the sidewalk and curb 3) Address street furniture conflicts such as mailboxes and light poles to better promote/recognize this corridor as a great east-west bicycle/pedestrian travel opportunity A Public Information Meeting Summary Report was developed that summarized written comments received on this project. In addition, an action plan was developed to identify specific tasks and activities to address issues raised by the BoCC and the general public during the public involvement process in order to finalize the preliminary design concepts for the project. That plan presented research activities to evaluate proposed project improvements, identified on the ground tests and evaluations for selected proposed project improvements and presented communications and public involvement activities to communicate the findings. The following motion was made and approved by the BoCC on February 23, 2010. 1) Direct staff to implement the proposed Action Plan and return to the Board with a report prior to adopting the 30 percent design. 2) Investigate the cost and feasibility of maximizing the sidewalk paving both inside and outside of the existing sidewalk. 3) Investigate the cost and feasibility of tree wells within the existing grass strip that is intended to be paved. The Action Plan was implemented and an Action Plan Summary Report has been developed that summarizes written comments received on the Action Plan. In addition, that Report summarizes the results of the field tests, traffic counts, public involvement and temporary operational changes that were made to determine the impacts of several proposed changes to the CR 172 (NW 23rd Avenue/NW 16th Avenue) corridor. The cost and feasibility of maximizing the sidewalk paving both inside and outside of the existing sidewalk was investigated in the Action Plan and is presented as Option 2. Estimated cost of this option is an additional $520,000. The cost and feasibility of tree wells within

the existing grass strip that is intended to be paved was investigated as a part of the Action Plan. Estimated initial cost is an additional $350,000. Landscaping will require routine maintenance to insure adequate ADA clearance is maintained along the sidewalk. This information was presented to the BOCC during their meeting on October 12, 2010. The following motions were made and approved by the BoCC on October 12, 2010. 1) Direct staff to proceed with development of the 30% plans for NW16 Avenue and NW 23rd Avenue based upon the merger of options #4 and #2 as presented by staff. 2) Analyze lane width reductions adequate to produce four foot bike lanes and determine the pros and cons. 3) Schedule a Joint meeting with the City of Gainesville at Westwood Middle School if available in the month of December and advertise with "Big Signs" in the area. 4) Include expansion of sidewalks to both inside and outside of existing margins adequate to achieve ten foot widths whenever possible, and design as shared use facility. 5) Analyze sales tax data before and after "access management" redesign of Westgate Shopping Center, if available. 6) Provide the Board with the before/after speed study of NW 143 Street performed by County Staff. 7) Open up median as soon as possible at Kangaroo temporally and pursue joint opening design between Millhopper and Thornebrooke 8) Provide analysis of turning movements once Publix is re-opened. A Community Workshop was held on December 15, 2010 at Littlewood Elementary School. Substantial opposition to the proposed inclusion of on-street bike lanes, reduction of lane width and reduction of median width was expressed by the attending public.

Issues

1. Apparent public opposition to the current proposed design requires further BOCC discussion and direction. 2. Certain designs for tying sidewalks to side streets and driveways are cost prohibitive for this project. 3. Is sidewalk widening the preferred method, or is complete replacement? 4. Reducing posted speeds may increase the potential for crashes. 5. Median modifications, such as slip lanes, will impact the existing street trees.

Fiscal Recommendation

Additional funds will be necessary to complete design and permitting.

Fiscal Alternative(s)

N/A

Funding Sources

Additional 5 cent local option gas tax

Account Code(s)

350-7916-541-6362

Attachment: 16AveComments.pdf

NW 16th Ave. / NW 23rd Ave. Community Workshop
December 15, 2010
Summary of Comments

WRITTEN COMMENTS

Total Comment Forms Received: 44
Total Comments: 117

Narrow lanes	Yes: 6	No: 20
Narrow median	Yes: 4	No: 19
On-street bike lanes	Yes: 7	No: 15
Widen sidewalk/multiuse path	Yes: 18	No: 0
Be fiscally responsible	Yes: 10	No: 0
Reduce Speed	Yes: 6	No: 1

Other comments:
More maintenance: 2
Longer median openings: 1
Median openings to nowhere: 1
4 lane to Sante Fe College: 1
Add mid-block pedestrian crossings:1
Install utilities underground: 1
Construction related question: 1
City should be involved: 1
Change signal timings: 1
Remove tallow trees: 1

VERBAL COMMENTS

Total Commentators: 42 (10 of these also submitted written comments)
Total Comments: 95 (including those submitted by the same individuals in written form)

Narrow lanes	Yes: 3	No: 7
Narrow median	Yes: 0	No: 12
On-street bike lanes	Yes: 4	No: 12
Widen sidewalk/multiuse path	Yes: 14	No: 0
Be fiscally responsible	Yes: 11	No: 0
Reduce Speed	Yes: 9	No: 1
Median Closures	Yes: 0	No: 4

Other comments:
More maintenance: 1
Add mid-block pedestrian crossings:1
Business Driveway blocked by raised traffic separator: 1
Build multi-use path on only one side: 2
No bike traffic counts taken: 1
No School Board involvement: 1
Plan construction to avoid holidays/events: 1
Cost will exceed estimate: 1
Driveway and sidewalk intersections are dangerous: 2
Look at 8th Ave for bike lanes: 1
Look for Federal Grant funding: 1
Use Law Enforcement for speed control: 1
Gas tax paid by cars not bikes: 1
Clarify information from Action Plan (u-turns, median refuge): 1
Want full MTPO involvement: 1
Move outside curb to create bike lane: 1

Alachua County
Board of County Commissioners

NW 16th Avenue / NW 23rd Avenue

(NW 57th Terrace to NW 13th Street)

Alachua County
Public Works

NW 16th Avenue / NW 23rd Avenue

PROJECT LAYOUT

NW 16th Avenue / NW 23rd Avenue

(From NW 57th Terrace to NW 13th Street)

NW 16th Avenue / NW 23rd Avenue

RECOMMENDATION

Direct staff to proceed with the development of the 30% plans including the following design elements

- Widen sidewalks to up to 10 feet wherever possible
- Restripe travel lanes to 11 feet. Utilize raised audible thermoplastic on the outside white line.
- Leave existing typical median widths unchanged

NW 16th Avenue / NW 23rd Avenue

COMMUNITY WORKSHOP

- Held on December 15, 2010 at Littlewood Elementary School
- A total of 145 citizens signed in at the meeting

PUBLIC COMMENTS

A total of 44 comment forms were received and 42 individuals made verbal comments at the meeting. This resulted in 191 independent comments.

NW 16th Avenue / NW 23rd Avenue

GENERAL PUBLIC CONSENSUS

- Widen the sidewalks
- Make the corridor feel safer for users, especially pedestrians
- Do not narrow the medians
- Be fiscally responsible

NW 16th Avenue / NW 23rd Avenue

RECOMMENDED OPTION

Option #2: Widen sidewalks

Fill 2.5' wide utility strips with concrete to create a 7.5' wide sidewalk and widen the sidewalk to the outside wherever possible.

The widened sidewalk will function more as a multi-use path.

NW 16th Avenue / NW 23rd Avenue

DESIGN ISSUES FOR WIDENING SIDEWALKS

20% slope tie-in

Crosswalk slope 7%

NW 16th Avenue / NW 23rd Avenue

DESIGN ISSUES FOR WIDENING SIDEWALKS

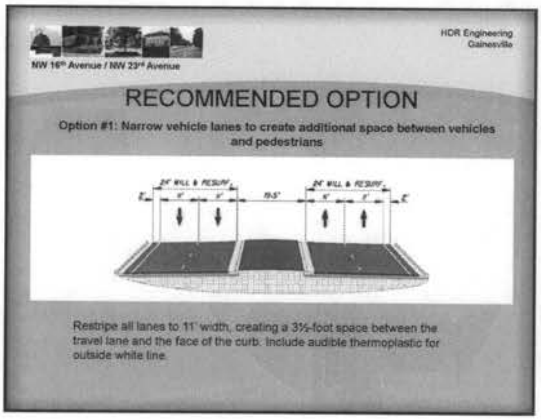
Utility conflicts

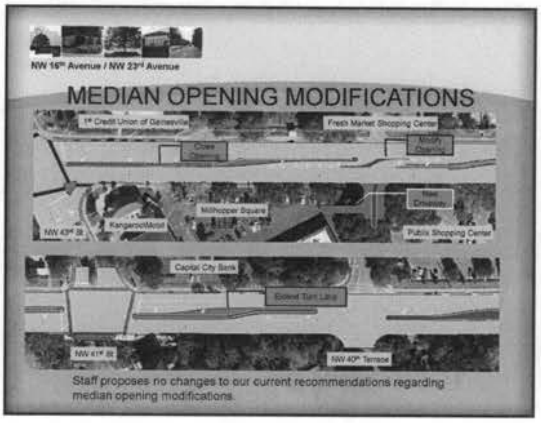
Physical/Environmental Constraints

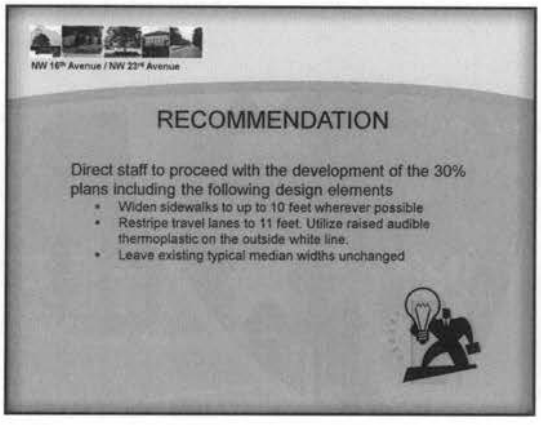
NW 16th Avenue / NW 23rd Avenue

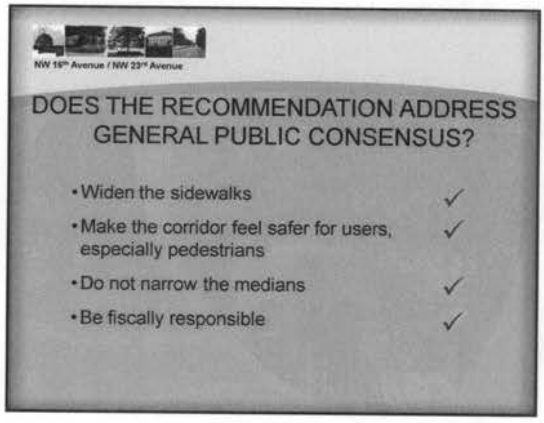
CONSTRUCTION OPTIONS FOR WIDENING SIDEWALKS

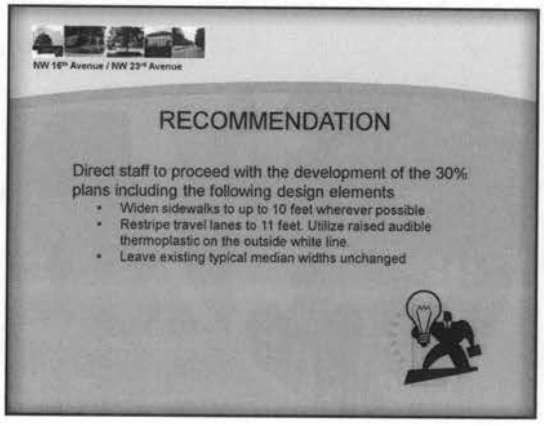
Widening existing sidewalk to 7.5 feet = $520,000
Widening existing sidewalk to 10 feet = $920,000
Replacing existing sidewalk at 7.5 feet = $1,200,000
Replacing existing sidewalk at 10 feet = $1,600,000

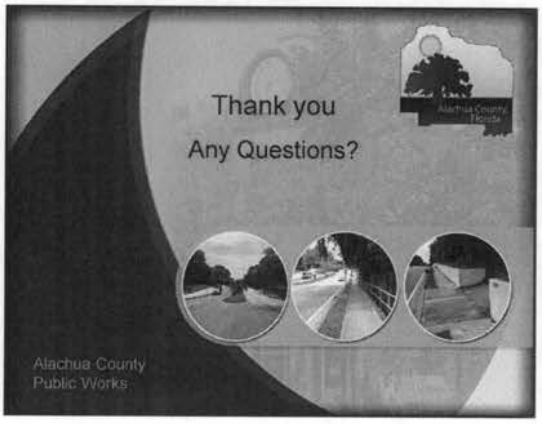

NW 16th Avenue / NW 23rd Avenue
HDR Engineering
Gainesville
RECOMMENDED OPTION
Option #1: Narrow vehicle lanes to create additional space between vehicles and pedestrians
Restripe all lanes to 11' width, creating a 3½-foot space between the travel lane and the face of the curb. Include audible thermoplastic for outside white line.


NW 16th Avenue / NW 23rd Avenue
MEDIAN OPENING MODIFICATIONS
1st Credit Union of Gainesville
Fresh Market Shopping Center
Close
Close
New Crossover
MidPepper Square
NW 43rd St
Kangaroo/Motel
Publix Shopping Center
Capital City Bank
Extend Turn Lane
NW 61st St
NW 40th Terrace
Staff proposes no changes to our current recommendations regarding median opening modifications.


NW 16th Avenue / NW 23rd Avenue
RECOMMENDATION
Direct staff to proceed with the development of the 30% plans including the following design elements
Widen sidewalks to up to 10 feet wherever possible
Restripe travel lanes to 11 feet. Utilize raised audible thermoplastic on the outside white line.
Leave existing typical median widths unchanged


NW 16th Avenue / NW 23rd Avenue
DOES THE RECOMMENDATION ADDRESS GENERAL PUBLIC CONSENSUS?
• Widen the sidewalks ✓
• Make the corridor feel safer for users, especially pedestrians ✓
• Do not narrow the medians ✓
• Be fiscally responsible ✓


NW 16th Avenue / NW 23rd Avenue
RECOMMENDATION
Direct staff to proceed with the development of the 30% plans including the following design elements
• Widen sidewalks to up to 10 feet wherever possible
• Restripe travel lanes to 11 feet. Utilize raised audible thermoplastic on the outside white line.
• Leave existing typical median widths unchanged


Thank you
Any Questions?
Alachua County Public Works

Alachua County Board of County Commissioners
PO Box 2877
Gainesville, FL 32602-2877

11 January 2011

Dear Commissioners,

First, I would like to praise Alachua County Department of Public Works Director Richard Hedrick, Assistant Director David Cerlanek, and engineer Brent King for consistently and proactively soliciting input from me and other business owners in Millhopper Square concerning the NW 16th Ave resurfacing project. Public Works has organized at least three meetings involving business owners in and around Millhopper Square to discuss the ways in which the resurfacing project might affect business and to build consensus among business owners around plans to maintain adequate traffic flow into and out of the shopping center should our major point of access from westbound NW 16th Ave. be closed as part of the resurfacing project. I have had many phone and personal conversations with Mr. Hedrick and Mr. King over the course of the projects development and have found them to be cordial and responsive on every occasion.

Second, I would like to inform the Board that it is my opinion that all active business owners in Millhopper Square are amenable to the idea of having a driveway access into the north parking area of Millhopper Square from the main Publix entrance should the median opening in front of the Kangaroo Mobil station be permanently closed. I do not currently know of any business owners in Millhopper Square who are opposed to this idea. However, it is important to remember that the median opening in front of the Kangaroo Mobil station is the only direct access point to Millhopper Square for traffic traveling west on NW 16th Ave. Support from each of us for the median closure depends entirely upon the development of an adequate alternative for access from westbound NW 16th Ave. If no alternative is developed then business owners will certainly unite in staid opposition to the median closure.

Sincerely,

Earl "Bubba" Scales, co-owner
Wild Birds Unlimited
4215 NW 16th Blvd.
Gainesville, FL 32605
(352) 381-1997
gainesvillewbu@hotmail.com

January 11, 2011 Regular BOCC Meeting
Agenda Item #15

Title
Purchase of two (2) Southwest Properties (Amended)

Amount
$130,000.00

Description
Request the Board of County Commissioners to authorize the purchase of two(2) properties in Southwest Alachua County for the purpose of developing a Community Resource Center and a Public Health Facility.

Recommendation
Authorize the purchase of properties for the purpose of developing the Southwest Community Resource Center and Public Health Facility and authorize the County Manager to execute and sign the contracts and all documents related to these purchases.

Alternative(s)
Do not authorize the purchase of properties for the development of the Southwest Community Resource Center and Public Health Facility.

Requested By
Elmira K Warren/Minnie Rolark/Cathie Whitney 264-6717

Originating Department
Community Support Services

Attachment(s) Description
Legal Memo, 3-sample documents: 1. Purchase and Sales Agreement 2. Deposit Receipt and Purchase and Sales Agreement 3. Addendum #1 to contract of sale

Documents Requiring Action

None at this time

Executive Summary

Purchase and Sales Agreement between Alachua County and FEDERAL HOME LOAN MORTGAGE CORPORATION (Freddie Mac)as the seller for the purchase of Lot 10 and 12 Sugarfoot Oaks, Unit 3 (both lots contains a quadruplex) for the proposed Southwest Resource Center and a Public Health Facility as identified by the Southwest Advocacy Group (SWAG).

Background
At the August 31st Board of County Commission Meeting the Southwest Advocacy Group (SWAG) requested the Board to purchase property in the southwest for a proposed Community Resource Center and a Public Health Facility. These

facilities would provide services to seven (7) targeted at risk communities in the Southwest. The Board directed staff to locate property for the Community Resource Center and referred the purchase of the second property for a Public Health Facility to the County Manager for further information. The properties in question have substantially decreased in purchase price by more than $30,000.Staff has entered into discussion and negotiation with the Wells Fargo Bank, the prior owner. During this negotiation period the Bank foreclosed on these properties. The properties are now owned by Federal Home Loan Mortgage Corporation(Freddie Mac).Staff are now in negotiation with local realtor representing Freddie Mac and is recommending an offer of $130,000 including closing cost for the purchase of lot 10 and 12 in the Sugarfoot Oaks Unit 3 community.

Issues

If this purchase is not approved at this time a contract is pending from a private investor.There are no rehabilitation funds for the proposed Health Facility property, however the Public Health Department has applied for funding to become a federally qualified health center. If acquired these funds will be used to provide services six days per week. The SWAG is seeking grant funding and donations for rehabilitation funds. Legal issues (see attached memo)

Fiscal Recommendation

Staff recommends the use of funds designated by the BoCC for the purpose of purchasing lot 10 and 12 unit 3 in Sugarfoot Oaks and rehabilitation of the building located on lot 10

Fiscal Alternative(s)

Do not use designated funds for this purpose

Funding Sources

Capital Projects Fund 318

Account Code(s)

318-2985-572.62-10

Attachment: SWAG Sugarfoot Oaks Lot12 3 sample.pdf
Attachment: 807 Offer 122810 Alachua Co.pdf
Attachment: legal issues20101230105818667.pdf
Attachment: SWAG Sugarfoot Oaks Lot10 sample.pdf
Attachment: 816 Offer 122810 Alachua Co.pdf
Attachment: Sample HS Addendum.pdf

GAINESVILLE-ALACHUA COUNTY ASSOCIATION OF REALTORS®, INC

Deposit Receipt and Purchase and Sale Agreement

1. **PARTIES:** Federal Home Loan Mortgage Corporation ("SELLER")
and Alachua County ("BUYER")
hereby agree that SELLER shall sell and BUYER shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Deposit Receipt and Purchase and Sale Agreement and any riders and addenda ("Agreement").

2. **DESCRIPTION:**
A. Legal description of the Property located in Alachua County, Florida:
_Sugarfoot Oaks Unit 3 PB K-91 Lot 12

B. Street address, city, zip of the Property: 807 SW 64th Terrace, Gainesville, 32607

C. Personal property includes existing: (CHECK all that apply)

☐	Range	# of	☐	Ceiling Fan	# of
☐	Oven	# of	☐	Washer	# of
☐	Dishwasher	# of	☐	Dryer	# of
☐	Microwave	# of	☐	Window Treatments	
☐	Refrigerator	# of	☐	Light Fixtures	

Other items included are: All appliances, equipment and fixtures in the property at the time of closing will be conveyed to buyer. Seller agrees not to remove any such items from the property prior to closing.

D. Items of real and/or personal property affixed (and leased items, if any) excluded are:

3. **PURCHASE PRICE** ("Purchase Price"): $ 59,900.00
Payable as follows:
A. Deposit held in escrow, ("Deposit"), by New House Title (Escrow Agent)
in the amount of: $ 1,000.00
B. Additional Deposit to be made to NA
Within NA (NA) days after Effective Date: $ NA
C. Financing in the amount of: $ NA
D. Other: : $ NA
E. Balance payable (Cash at Closing (US cash, wire transfer, certified or cashiers check)) $ 58,900.00

TOTAL PURCHASE PRICE: $ 59,900.00

4. **ADDITIONAL TERMS AND CONDITIONS:**
This Agreement is expressly contingent on the approval of this purchase by the Alachua County Board of County Commissioners.

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5. **RIDERS/ADDENDA**: Additional riders are attached to this Agreement and are made a part hereof: (CHECK those riders, which are applicable)

☐ Comprehensive Addendum	☐ Homeowners Assn. Community Disclosure Form	☐ Condominium Rider
☐ Lead-Based Paint	☐ Insulation Disclosure	☒ AS-IS
☐ FHA/VA	☐ Assumption of Existing Mortgage	☐ Insurance Rider
☐ Short Sale Addendum	☒ Addenda	

6. **CLOSING DATE/TIME OF POSSESSION**: This transaction shall be closed and the deed and other closing papers delivered on February 15, 2011 or such earlier date as may be mutually agreed upon, unless extended by other provisions of this Agreement, ("Closing"). If BUYER is unable to obtain Hazard, Wind, Flood or Homeowner's insurance because insurance underwriting has been suspended, BUYER may delay Closing for up to five (5) days from the scheduled closing date to obtain such coverage. If coverage is still unavailable, either party may elect to terminate this Agreement. BUYER shall use all reasonable efforts to obtain insurance coverage. BUYER shall take possession at the date and time of Closing unless otherwise stipulated in this Agreement or an addendum to this Agreement. If this transaction fails to close for any reason, BUYER will immediately return to SELLER all SELLER-provided documents.

7. **TIME FOR ACCEPTANCE/FACSIMILE/EFFECTIVE DATE**: If this Agreement is not executed by and delivered to all parties hereto, OR FACT OF EXECUTION communicated in writing between the parties, on or before 1/15/2011, the aforesaid Deposit(s) shall, at the option of the BUYER, be returned to BUYER and this offer shall be considered withdrawn. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals. **UNLESS OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE TWO (2) DAYS FROM THE DATE THE COUNTEROFFER IS DELIVERED.** The date of this Agreement ("Effective Date") will be the date when the last one of the BUYER and SELLER has signed or initialed this offer, or the final counteroffer, and this offer, or the final counteroffer, has been delivered to all parties, OR FACT OF EXECUTION has been communicated in writing between the parties.

8. **FINANCING**:

A. ☒ **Cash**: This is a cash transaction with no contingencies for financing.

B. ☐ **New Financing**: This Agreement is contingent upon BUYER obtaining approval of a loan, ("Loan Approval") within _____ (_____) days after the Effective Date ("Loan Approval Date") for (Check one only) a or an ☐ fixed; ☐ adjustable; or ☐ fixed-adjustable rate loan, in the principal amount of at least _____ Dollars ($_____), at an initial interest rate not to exceed _____ percent (_____%) and for a term of _____ (_____) years. BUYER will make application within _____ (_____) days after the Effective Date and shall use reasonable diligence to obtain Loan Approval. For purposes of this provision, "reasonable diligence" shall include, but not necessarily be limited to, performing the following in a timely manner: Making application for the loan, paying all application fees and appraisal fees upon request, providing all requested financial information and copies of tax returns, providing verification of deposits and employment, together with copies of pay stubs if requested, and providing such other information as may be reasonably requested by the lender. BUYER further agrees to satisfy all terms and conditions of the Loan Approval, pay all loan-related costs and fees and close on the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. If BUYER has used reasonable diligence and has not obtained Loan Approval, BUYER shall be refunded all Deposits, provided BUYER, by no later than the Loan Approval Date, provides written notice to SELLER that BUYER has not obtained Loan Approval and has elected to terminate this Agreement. If BUYER has not terminated this Agreement by the Loan Approval Date as provided herein, BUYER will be deemed to have received Loan Approval and this contingency shall be waived. This Agreement shall remain subject to the satisfaction, by Closing, of those conditions of Loan Approval related to the Property, including survey and title commitment requirements. BUYER authorizes mortgage broker(s) and lender(s) to disclose to SELLER, real estate licensee(s) and closing agent(s) information regarding status of the loan application and Loan Approval. **WITH REGARD TO THIS PROVISION OF THIS AGREEMENT ONLY, TIME SHALL BE OF THE ESSENCE.**

C. ☐ **Purchase Money Note and Mortgage to SELLER**: It is understood and agreed by the parties hereto that the BUYER will give and the SELLER will take back a purchase money, (first, second, etc.), mortgage encumbering the Property, securing the repayment of a promissory note payable to the SELLER, in the amount of _____ Dollars ($_____), bearing interest at the rate of _____ percent (_____%) per annum, for a term of _____ (_____) years, said mortgage to be amortized by monthly payments of principal and interest in the approximate amount of

Gainesville-Alachua County Association of REALTORS® - All Rights Reserved

_____ Dollars ($_____), with the first such payment becoming due and payable thirty (30) days after Closing, and with subsequent payments due on the same day of each month thereafter until all sums due under the promissory note have been paid in full. All such payments shall be credited first to accrued interest and the balance to principal.

The purchase money note and mortgage shall provide for a thirty (30) day grace period in the event of default if it is a first mortgage and a fifteen (15) day grace period if it is a second mortgage, shall provide for right of prepayment in whole or in part without penalty, and shall be otherwise in form and content in accordance with covenants established by the Eighth Judicial Circuit Bar Association. Said note and mortgage shall provide that in the event any installment is more than fifteen (15) days delinquent, the holder may assess a late charge of five percent (5%) of the late installment payment, or ten dollars ($10.00) whichever is greater, which late payment shall be due with the late installment payment, and in any event, shall be due no later than the due date of the next installment payment. Failure to pay the late charge when due shall constitute a default under the promissory note and mortgage. Said mortgage shall require all prior liens and encumbrances to be kept in good standing and shall forbid modifications of or future advances under prior mortgage(s).

The purchase money mortgage and note: (CHECK one)

☐ shall be fully assumable

☐ shall not be assumable, directly or indirectly, and shall include a standard "due on sale" clause prohibiting sale or transfer other than by descent and distribution in case of death, or for a lease of three years or less and which does not contain an option to purchase

☐ shall be assumable on these conditions: _____

BUYER authorizes SELLER to obtain credit, employment and other necessary information to determine, in the sole discretion of the SELLER, the creditworthiness of the BUYER for the financing being offered by the SELLER. Within _____ (_____) days from the Effective Date, SELLER will give BUYER written notice if SELLER is unwilling to take back purchase money financing, in which event this Agreement shall terminate, with all Deposits being refunded to BUYER and both parties thereafter being relieved of further obligations hereunder.

9. **EVIDENCE OF TITLE**: SELLER, at SELLER's expense, shall provide an American Land Title Association, ("ALTA"), Owner's Title Insurance Commitment, ("Title Commitment"), and title insurance policy in the amount of the Purchase Price. If BUYER is required to furnish a mortgagee title insurance policy, SELLER agrees that SELLER's title agent will offer BUYER the option of obtaining a simultaneous issue mortgagee policy through the SELLER's title agent at BUYER's expense.

Title evidence to be furnished within: (CHECK one)

☐ _____ (_____) days from the Effective Date of this Agreement or

☒ Five (5) days prior to Closing

10. **EXAMINATION OF TITLE**: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue to BUYER, upon recording of the deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring BUYER's marketable title to the real property, subject only to the matters contained in Paragraph 16 and those to be discharged by SELLER at or before Closing. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. BUYER shall have five (5) days from date of receiving the Title Commitment to examine it, and if title is found defective, notify SELLER in writing specifying the defect(s), which renders title unmarketable. SELLER shall have thirty (30) days from receipt of notice to remove the defect(s), (the "Cure Period"), failing which BUYER shall, within five (5) days after expiration of said Cure Period, deliver written notice to SELLER either: (A) extending the Cure Period; (B) waiving the defect(s); or (C) requesting a refund of the Deposit(s) paid which shall be returned to BUYER, thereby releasing BUYER and SELLER from all further obligations under this Agreement. If BUYER fails to so notify SELLER, BUYER shall be deemed to have accepted the title in its existing condition. SELLER shall use diligent efforts to correct defect(s) within the Cure Period. Reasonable diligence will not include the requirement of SELLER to bring an action at law or equity to cure said defect(s). Upon the defect(s) being cured and notice of that fact being delivered to BUYER or BUYER's agent, this transaction shall then be closed within ten (10) days of the delivery of the notice. If SELLER delivers the Title Commitment to BUYER less than five (5) days prior to Closing, BUYER may extend Closing so that BUYER shall have up to five (5) days from date of receipt to examine same in accordance with this provision.

11. **EXPENSES**:
    A. **SELLER shall pay for the following expenses**:
        1. Real estate sale commissions
        2. State documentary stamps to be affixed to deed
        3. Preparation of instruments required of SELLER
        4. Owner's title insurance and related fees
        5. SELLER's attorney fee
        6. _____
        7. _____

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BUYER shall pay for the following expenses:

1. Recording fee to record deed
2. All expenses relative to all notes and mortgages, or a contract for deed, including preparation, recording, documentary stamps, intangible tax & mortgagee title insurance
3. Transfer fees of existing mortgage(s) if any
4. Survey, if any
5. Fees related to obtaining estoppels certificate
6. Wood Destroying Organism Inspection
7. BUYER's attorney fee
8. Home inspection, if any
9. Documentary Stamps on Deed, if applicable
10. _____

B. **HOME WARRANTY:** ☐ SELLER ☐ BUYER ☒ N/A will pay for a home warranty plan issued by _____, at a cost not to exceed $_____.

12. **INSPECTION PERIOD**: For purposes of this Agreement, "Inspection Period" shall be ten (10) days from the Effective Date of this Agreement.

13. **SELLER's WARRANTIES / INSPECTION / REPAIR:** Except as otherwise disclosed herein by SELLER, SELLER warrants that:
    A. The ceiling, roof, (including the fascia and soffits), and exterior and interior walls and foundation of the Property do not have any visible evidence of leaks, water damage or structural damage. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects SELLER must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage, but missing tiles will be SELLER's responsibility to replace or repair. If repairs or replacements are required to comply with the foregoing warranty 13(A), SELLER shall pay up to an amount not to exceed _____ _____Dollars ($_____).

    SELLER further warrants that:

    B. The septic tank, pool, all major appliances, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. If repairs or replacements are required to comply with the foregoing warranty 13B, SELLER shall pay up to an amount not to exceed _____ Dollars ($_____). All repairs shall be made by an appropriately licensed person(s) or firm(s), or mutually acceptable person(s). SELLER makes no warranties as to conformity with current applicable building code requirements.

BUYER may inspect or, at BUYER's expense, have a firm(s) or individual(s) specializing in inspections and holding an occupational license for such purpose, (if required), or an appropriately licensed Florida contractor make inspections of those items within the Inspection Period. BUYER shall report in writing to SELLER, within the Inspection Period, such items that do not meet the above standards as to defects. Unless BUYER timely reports such defect(s), BUYER shall be deemed to have waived SELLER's warranties as to defect(s) not reported. SELLER is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect SELLER is responsible to repair or replace. If the cost for such repairs or replacements exceeds the amounts provided under 13(A) or 13(B), SELLER shall have three (3) days from the date of notice from BUYER to agree to pay any excess costs for such repairs. If SELLER notifies BUYER, in writing, within the three (3) day period that SELLER refuses to pay any excess costs for such repairs, BUYER shall then have one (1) day from receipt of such notice, in writing, either to agree to complete the purchase or elect to terminate this Agreement in which event the BUYER's Deposit(s) shall be returned to BUYER. Nothing contained in this paragraph shall release SELLER from SELLER's obligation to make required repairs as set forth herein up to the amount specified in this paragraph 13. SELLER shall, upon reasonable notice, provide utilities service and access to the Property for inspections; including a walk-through prior to Closing to confirm that all items of personal property are on the real property and, subject to the foregoing, that all required repairs and replacements have been made, and Property has been maintained as required by Standard D of this Agreement.

For purposes of this Agreement: "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: Pitted marcite or other pool finishes; missing or torn screens; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in the ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks. Fogged windows shall not be considered a "cosmetic condition."

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

14. ☐ **ADDITIONAL/EXPANDED INSPECTIONS**: (CHECK if applicable) In addition to and together with the inspection(s) allowed under Paragraph 13, BUYER may also conduct such additional inspections and tests of the Property as the BUYER shall deem necessary including, but not limited to, emergency studies, soil tests, additional structural inspections, review of permitting, zoning and land use requirements and environmental and radon tests. Such tests shall be completed during the Inspection Period and shall be conducted by the BUYER or a firm(s) or individual(s) specializing in such inspections and holding an occupational license for such purpose, (if required), or by an appropriately licensed Florida contractor. If BUYER determines that any other bonafide condition or defect of the Property, as disclosed by the Paragraph 13 inspections, additional inspections or other tests are unacceptable to BUYER, then BUYER shall report to SELLER, in writing, such condition(s) or defect(s) within the "Inspection Period". SELLER shall have three (3) days from the date of notice to agree to remedy such condition(s) or defect(s). If SELLER

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notifies BUYER, in writing, within the three (3) day period that SELLER refuses to remedy such condition(s) or defect(s), BUYER shall then have one (1) day from receipt of such notice to, in writing, either agree to complete the purchase without the condition(s) or defect(s) being remedied by the SELLER or to terminate this Agreement, in which event the BUYER's Deposit(s) shall be returned to BUYER and this Agreement shall be terminated. All repairs shall be made by appropriately licensed person(s) or firm(s) or mutually acceptable person(s).

For purposes of this provision, the term "bonafide condition or defect" shall be defined to mean conditions or defects that would cumulatively cost in excess of $500.00 to remedy.

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

15. **WOOD DESTROYING ORGANISMS**: BUYER, at BUYER's expense, may have the Property inspected by a Florida Certified Pest Control Operator, ("Operator"), within the Inspection Period, to determine if there is any visible active Wood Destroying Organisms infestation, or visible damage from Wood Destroying Organisms infestation, excluding fences and _____ _____ If either or both are found, BUYER will, within the Inspection Period: A) Provide to SELLER a copy of the Wood Destroying Organism inspection report, (the "WDO Report"); B) Have cost of treatment of active infestation estimated by the Operator; C) Have all damage inspected and cost of repairs estimated by an appropriately licensed contractor or mutually acceptable person, and D) Report such cost(s) to SELLER in writing.

If active infestation or damage is found to be present, the SELLER shall bear the total cost of remedying such active infestation and repair of damage, except as otherwise herein provided, except BUYER shall be responsible for damage caused by wood-destroying organisms where the cost of repair is less than One Hundred Dollars ($100.00). Should the cost of such treatment and repair exceed _____ Dollars ($_____), the SELLER may elect to terminate this Agreement by giving written notice to the BUYER within three (3) days from BUYER's notice and all rights and liabilities of all parties shall thereafter terminate and all Deposits shall be returned to BUYER, unless the BUYER elects to proceed with the transaction, taking the above amount as a credit at Closing. The repairs and treatment shall be made by appropriately licensed person(s) or firm(s), or other mutually acceptable person(s). "Wood Destroying Organisms" shall be deemed to include all Wood Destroying Organisms required to be reported under the Florida Pest Control Act, as amended.

If BUYER's lender requires an updated WDO Report, then BUYER shall, at BUYER's expense, have the opportunity to have the Property re-inspected for Wood Destroying Organisms infestation and have the cost of active infestation or new damage estimated and reported to SELLER in writing at least ten (10) days prior to Closing. Thereafter, SELLER shall cause such treatment and repair to be made and pay the cost thereof; provided SELLER's total obligation for treatment and repair cost(s) required under both the first and second inspection shall not exceed the amount provided in this paragraph 15.

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

16. **RESTRICTIONS, EASEMENTS AND LIMITATIONS**: BUYER shall take title subject to: the standard exceptions contained in an ALTA title insurance policy, comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, outstanding oil, gas and mineral rights of record without right of entry, public utility easements of record, taxes for the year of closing and subsequent years, assumed mortgage(s) and purchase money mortgages, if any, other: of record _____ provided, however, that there exists at Closing no violation of the foregoing and that the foregoing do not affect the marketability of title, and they do not prevent the use of the Property for intended _____ purpose(s).

17. **UTILITIES**: SELLER represents that Property is served by: (CHECK if applicable)

☒ Central Water System	☒ Central Wastewater System	☐ None of the Foregoing
☐ Well	☐ Septic Tank	

18. **CONVEYANCE**: SELLER shall convey title to the Property by statutory warranty, trustee, personal representative or guardian deed, as appropriate to the status of SELLER, free and clear of all encumbrances and liens of whatsoever nature, except taxes for the current year, and except as herein otherwise provided. SELLER shall also deliver to BUYER a lien and possession affidavit at Closing, sufficient to remove lien and possession exceptions from the title insurance policy. If SELLER is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, ("FIRPTA"), the parties shall comply with FIRPTA. The parties shall comply with the provisions of FIRPTA and applicable regulations which could require SELLER to provide additional cash at Closing to meet withholding requirements, and a FIRPTA Rider or equivalent may be attached to this Agreement. Conveyance of title shall be to: Alachua County _____

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19. **FLOOD ZONE REPRESENTATION:** Some flood zones designate that the Property may be subject to more than a minimal risk of flooding. If BUYER produces evidence not less than five (5) days prior to Closing that the improvements, (or the effective buildable area of unimproved Property), is in a flood zone which carries a greater risk of flooding than as defined by Flood Zone "C", the BUYER shall have the option to declare this Agreement terminated and shall thereupon be entitled to a refund of all deposits. Should BUYER close on the Property without obtaining evidence of flood zone status, BUYER shall be deemed to have waived all objections as to the flood zone status of the Property. BUYER should not rely on flood zone status as determined by a pre-existing survey.

20. **SPECIAL ASSESSMENTS:**
    A. **Public Bodies**: Property is: (CHECK one) ☒ not subject to ☐ subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: (CHECK one) ☐ SELLER ☐ BUYER ☐ Other (see addendum)
    Unless as otherwise set forth herein, certified special assessment liens imposed by public bodies in existence as of Closing are to be paid by SELLER. Pending or proposed special assessments liens as of Closing shall be assumed by BUYER. If the improvement has been substantially completed as of the Effective Date, any pending or proposed special assessment lien shall be considered certified and SELLER shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body. A certified special assessment lien is one that has been formally adopted by ordinance or otherwise by the governmental authority creating the special assessment that creates a lien therefore.

    B. **Homeowner/Condominium Association**: Property is: (CHECK one) ☒ not subject to ☐ subject to a special assessment lien imposed by a Homeowner/Condominium Association, payable in installments which continue beyond Closing and if so, specify who shall pay amounts due after Closing: (CHECK one) ☐ SELLER ☐ BUYER ☐ Other (see addendum)

21. **DISCLOSURES:**
    A. **BUYERS:** (CHECK one) ☐ **acknowledges** ☒ **does not acknowledge receipt of brokerage relationship disclosure**
    BUYER's INITIALS: _____
    B. **Closing Costs**: Upon closing of the Property, SELLER and/or BUYER may be required to pay closing costs such as, but not limited to: Document preparation fees, attorney's fees, title insurance, taxes, escrow fees, documentary stamp and intangible taxes, recording fees, discount points, survey charges, wood destroying organism inspection fees, mortgage transfer fees and other such costs assumed by the SELLER and/or BUYER.
    C. **Property Tax Disclosure Summary**: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
    D. **Condominium Disclosure**: If BUYER will be obligated to be a member of a Condominium Association, BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE CONDOMINIUM ASSOCIATION RIDER.
    E. **Homeowner's Association/Community Disclosure**: If BUYER will be obligated to be a member of a homeowner association, BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS ASSOCIATION/COMMUNITY DISCLOSURE.
    F. **Energy Efficiency Rating System**: BUYER acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996 F.S.
    G. **Lead-Based Paint**: If the Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
    H. **Mold**: Mold is naturally occurring and may cause health risks or damage to property. If BUYER is concerned or desires additional information regarding mold, BUYER should contact an appropriate professional.
    I. **Radon Gas**: Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health Unit.

22. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS**: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Agreement in conflict with them.

23. **ASSIGNABILITY:** BUYER (CHECK one)
    ☐ May assign this Agreement and thereby be released from any further liability under this Agreement.
    ☐ May assign this Agreement but not be released from liability under this Agreement.
    ☒ May not assign this Agreement.

24. **STANDARDS FOR REAL ESTATE TRANSACTIONS:**
    A. **SURVEY**: BUYER, at BUYER's expense, may have the Property surveyed by a registered Florida surveyor and the survey certified and delivered to BUYER not less than five (5) days prior to Closing. If the survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, contract covenants or applicable governmental regulations, the same shall constitute title defects to be corrected

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by SELLER as required under Paragraph 10 of this Agreement. BUYER shall notify SELLER in writing specifying the defects reflected by the survey and shall simultaneously deliver a copy of the survey to the SELLER. SELLER shall undertake the required steps to cure such defects within the Cure Period as defined in Paragraph 10 hereof. SELLER agrees to provide BUYER with copies of existing surveys SELLER has, if any, within five (5) days from the Effective Date. If any part of the Property lies seaward of the coastal control line, SELLER will provide BUYER with an affidavit or survey as required by law delineating the line's location on the property, unless BUYER waives this requirement in writing.

B. **PRORATIONS**: All taxes for the current year, rents, insurance premiums, association assessments and interest on existing mortgages to be assumed (if any) shall be prorated as of Closing with BUYER paying for the day of Closing. If part of the Purchase Price is to be evidenced by the assumption of a mortgage requiring deposit of funds in escrow for payment of taxes, insurance or other charges, BUYER agrees to reimburse SELLER for escrowed funds assigned to BUYER at Closing. All mortgage payments shall be current at the time of Closing. If Closing occurs at a date when the current year's millage is not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment using the prior year's millage rate. A tax proration based on an estimate shall, at the request of either party, be readjusted upon receipt of the tax bill. This provision shall survive Closing.

C. **WARRANTIES**: SELLER warrants that there are no facts or defects known to SELLER materially affecting the value of the Property which are not readily observable by BUYER or which have not been disclosed to BUYER in writing.

D. **MAINTENANCE**: Between the Effective Date of this Agreement and Closing, SELLER shall maintain the Property in the condition existing as of the Effective Date, reasonable wear and tear excepted, and shall maintain the lawn and shrubbery in substantially the same condition that existed on the Effective Date. The Property will be swept clean and SELLER's personal items removed before Closing.

E. **DESTRUCTION OF PREMISES**: If any improvements located on the Property at the time of execution of this Agreement are damaged by fire or other casualty prior to Closing and can be substantially restored to the same condition that existed on the Effective Date of this Agreement, within a period not to exceed 45 days after the anticipated Closing, SELLER shall so restore the improvements and the closing date shall be extended accordingly. If such restoration cannot be completed within said period of time, this Agreement, at the option of the BUYER, shall terminate and the Deposit(s) shall be returned to BUYER. All risk of loss prior to Closing shall be borne by SELLER.

F. **ESCROW**: Any escrow agent, ("Agent"), receiving funds or equivalent is authorized and agrees by acceptance of them, to deposit them promptly, hold same in escrow and subject to clearance, disburse them in accordance with the terms and conditions of this Agreement. At SELLER's option, failure of clearance of funds shall be considered a default. If in doubt as to the Agent's duties or liabilities under the provisions of this Agreement, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties; or Agent may deposit said escrowed funds with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability of the Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S. (1987), as amended. Any suit between BUYER and SELLER where Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, with the fees and costs to be charged and assessed as court costs in favor of the prevailing party. The parties agree that the Agent shall not be liable to any party or person for misdelivery to BUYER or SELLER of items subject to this escrow, unless such misdelivery is due to willful breach of this Agreement or the gross negligence of Agent.

G. **DISBURSEMENT OF CLOSING PROCEEDS**: Disbursement of closing proceeds shall be made as soon after Closing as final title certification and examination have been made, but which shall be no later than five (5) business days after Closing.

H. **FAILURE OF PERFORMANCE**: If BUYER fails to perform this Agreement within the time specified, (including payment of all Deposits hereunder), the Deposit(s) paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims whereupon BUYER and SELLER shall be relieved of all obligations under this Agreement; or SELLER, at SELLER's option, may proceed in equity to enforce SELLER's rights under this Agreement. If, for any reason other than failure of SELLER to make SELLER's title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Agreement, BUYER may seek specific performance or elect to receive the return of BUYER's Deposit(s) without thereby waiving any action for damages resulting from SELLER's breach.

I. **OTHER AGREEMENTS**: No prior or present agreements or representations shall be binding upon BUYER or SELLER unless included in this Agreement. No modification to or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

J. **NOTICES AND RECORDINGS**: This Agreement shall bind and run to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Agreement and any

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signatures thereon shall be considered for all purposes as an original. Neither this Agreement nor any notice of it shall be recorded in any public records.

K. **ATTORNEY'S FEES/COSTS**: In any litigation arising out of this Agreement, the prevailing party in such litigation, which, for purposes of this Standard, shall include SELLER, BUYER and any real estate brokers acting in agency or non-agency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses, including reasonable attorney's fees, costs and expenses incurred in any appeal.

L. **LEGAL ACCESS**: SELLER warrants and represents that there is insurable legal access to the Property sufficient for the intended use as described herein.

M. **TIME**: Time periods herein of less than six (6) days shall, in the computation, exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. Failure of any party to perform any covenant of this Agreement within the time limits set forth for performance of such covenant shall not be considered a material breach excusing performance unless such failure results in a material loss to the aggrieved party.

N. **LEASES**: If the Property or any portion thereof is leased, SELLER shall, within the Inspection Period, furnish to BUYER copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, the rental rates and advanced rent and security deposits paid by a tenant. If SELLER is unable to obtain such letter from each tenant, the same information shall be furnished by SELLER to BUYER in writing within that time period in the form of a seller's affidavit and BUYER may thereafter contact tenants to confirm such information. If the terms of the lease(s) differ materially from SELLER's representations, BUYER may terminate this Agreement by delivering written notice to SELLER within three (3) days of receipt of the leases, estoppel letter(s) and information. SELLER shall, at Closing, deliver and assign all original leases to BUYER.

O. **IMPACT FEES**: BUYER acknowledges that BUYER shall be responsible for all water and wastewater flow base, connection charges and impact fees, if any, associated with BUYER placing any improvements on the Property.

P. **EXCHANGE**: If either SELLER or BUYER wish to enter into a like-kind exchange, (either simultaneous with Closing or deferred), with respect to the Property under Section 1031 of the Internal Revenue Code, ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents, provided; (1) the cooperating party shall incur no liability or expense related to the Exchange, and (2) the Closing shall not be contingent upon nor extended or delayed by such Exchange.

Q. **CONTINUING OBLIGATION FOR CLOSING COSTS**: BUYER and SELLER agree that they shall be responsible for payment of, or reimbursement of any and all costs incurred by or on behalf of said party in connection with the Closing, whether or not Closing occurs. Such costs may include, but are not limited to: Inspection fees, title search fees, any and all loan-related costs including survey and appraisal fees. Failure of a party to pay for or to reimburse any such costs shall constitute a default under this Agreement, entitling the other party and/or the agent acting on behalf of the defaulting party to seek recovery of such costs together with all costs incurred in such actions, including reasonable attorney's fee. This provision shall survive a termination of this Agreement.

THIS IS A LEGALLY BINDING AGREEMENT AND SHALL NOT BE RECORDED UNLESS OTHERWISE AGREED TO BETWEEN THE PARTIES. IF NOT FULLY UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE. DO NOT SIGN UNTIL ALL BLANKS ARE COMPLETED. YOUR REALTOR® RECOMMENDS THAT YOU OBTAIN TITLE INSURANCE OR A TITLE OPINION FROM YOUR ATTORNEY.

Counter Offer/Rejection:

☐ **SELLER has countered BUYER's offer on the attached Counter Offer form, which is by reference incorporated in and made a part of this agreement. This agreement, as modified by the attached Counter Offer form, represents the counter offer being made by the Seller.**

☐ SELLER has countered BUYER's offer as indicated above.

☐ SELLER hereby rejects BUYER's offer.

SELLER'S INITIALS: _____

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BUYER _____ Date _____ SELLER _____ Date _____

BUYER _____ Date _____ SELLER _____ Date _____

BUYER _____ Date _____ SELLER _____ Date _____

Deposit(s) under Paragraph 3(A) received: (Checks are subject to clearance) _____
Escrow Agent

Address of Escrow Agent: _____
Address City State Zip

Escrow Agent Phone: _____

By: _____, as authorized agent of Escrow Agent

Additional Deposit(s) under Paragraph 3(B) received: (Checks are subject to clearance) _____
Escrow Agent

Address of ADDITIONAL Escrow Agent: _____
Address City State Zip

Escrow Agent Phone: _____

By: _____, as authorized agent of Escrow Agent

SELLER: (CHECK one) ☐ **acknowledges** ☐ **does not acknowledge receipt of brokerage relationship disclosure**
SELLER's INITIALS: _____

REAL ESTATE BROKERS: The brokers named below are the listing and cooperating brokers in connection with this Agreement:

_____ _____
Listing Broker/Firm Name (print) Cooperating Broker/Firm Name, if any (print)

_____ _____
Listing Salesperson (print) Selling Salesperson, if any (print)

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Board News

Effective Date: 01/06/2011

Expiration Date: 01/20/2011

News Id: 406

Headline:
The Art of Controlling The Sale CE Course 1/20/11

News Detail:

The Art of Controlling The Sale
January 20, 2011
9 am to 12 pm
Instructor: Kim Dickey
3 CE Specialty Credits
This course is about controlling the "sales process". You will learn the language that makes a prospect right, smart and want to take action by doing business with you. You will learn how to create urgency, seamlessly embed powerful negotiating ground rules and techniques and understand what goes on in the head of a for sale by owner.

Board News

Effective Date: 01/06/2011

Expiration Date: 01/20/2011

News Id: 406

Headline:
The Art of Controlling The Sale CE Course 1/20/11

News Detail:

The Art of Controlling The Sale
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Instructor: Kim Dickey
3 CE Specialty Credits
This course is about controlling the "sales process". You will learn the language that makes a prospect right, smart and want to take action by doing business with you. You will learn how to create urgency, seamlessly embed powerful negotiating ground rules and techniques and understand what goes on in the head of a for sale by owner.

GAINESVILLE-ALACHUA COUNTY ASSOCIATION OF REALTORS®, INC

"As Is" Rider
to the Deposit Receipt and Purchase and Sale Agreement

(This Rider is intended for use in conjunction with Paragraph 5 of the Gainesville-Alachua County Association of REALTORS®, Deposit Receipt and Purchase and Sale Agreement).

The following clauses amend and are made a part of the Deposit Receipt and Purchase and Sale Agreement ("Agreement") first dated January 11, 2011 (807 SW 64th Ter) by and between Federal Home Loan Mortgage Corporation ("SELLER") and Alachua County ("BUYER").

In accordance with the provisions of Standard I, which allows modifications and changes to the Agreement, BUYER and SELLER agree as follows:

1. **SELLER's Warranties and Representation: Obligation with Respect to Property; Limitations**

   A. Paragraph 13, 14 & 15 are deleted.

   B. This Rider does not relieve the SELLER of SELLER's disclosure obligation under Standard "C" for facts known to SELLER. However, except as required in this Rider and in Standard "C", SELLER extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

   C. SELLER has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

   D. Subject to the provisions and limitations of this Rider, BUYER waives any claims against SELLER and, to the extent permitted by law, against any licensee involved in the negotiation of the Agreement, for any defects or other damage that may exist at Closing and be subsequently discovered by the BUYER or anyone claiming by, through, under or against the BUYER.

2. **Inspection Period and Right to Cancel**

   A. BUYER shall have an Inspection Period as per Paragraph 12 within which to have such inspections of the Property performed as BUYER shall desire and utilities shall be made available by the SELLER during the Inspection Period.

   B. BUYER shall be responsible for prompt payment for such inspections and repairs of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Agreement.

   C. If BUYER determines, at BUYER's sole discretion, that the condition of the Property is not acceptable to BUYER, BUYER may cancel the Agreement by delivering facsimile or written notice of such election to SELLER within the Inspection Period. If BUYER timely cancels the Agreement, the deposit(s) paid shall be immediately returned to BUYER; thereupon, BUYER and SELLER shall be released of all further obligations under the Agreement, except as provided in Subparagraph 2(b) above.

BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date

Gainesville-Alachua County Association of REALTORS® - All Rights Reserved

HomeSteps
A Freddie Mac Unit

ADDENDUM # 1 TO CONTRACT OF SALE
(Single-Family Real Estate Disposition)

This Addendum is to be made a part of the agreement (Contract of Sale) dated _____, 20_____, between Federal Home Loan Mortgage Corporation **(Seller, sometimes described as Freddie Mac or HomeSteps) and** Alachua County **(Purchaser), for the property located at:** 807 SW 64TH TERR, GAINESVILLE, FL, 32607 **(the "Property").**

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. **CONDITIONS OF SALE.** Purchaser acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the repurchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, then Seller may notify Purchaser that the Contract of Sale is canceled and the deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

   IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

   IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLE ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

   IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. **TITLE.** The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. Title to the Property may run from the owner of record, or from Seller by act of power of attorney on behalf of the recorded owner. Conveyance will be by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a SPECIAL WARRANTY, LIMITED WARRANTY, QUIT CLAIM OR BARGAIN AND SALE DEED, or other local form of Deed acceptable to the recording agent and Seller. The closing attorney/agent is responsible for providing the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable, or any revision thereto.

3. **UNWRITTEN STATEMENTS** Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract of Sale unless incorporated in writing into the Contract of Sale.

4. **TIME IS OF THE ESSENCE: CLOSING**. IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO. Settlement/closing shall be held in the offices of Seller's attorney or agent, or at a place designated and approved by Seller, unless otherwise required by applicable law. Closing shall occur on or before February 15, 2011, or within seven (7) calendar days of loan approval, whichever is earlier, unless the closing date is extended in writing signed by the Seller and Purchaser. The deposit shall be held by the attorney or agent approved by Seller in a non-interest bearing trust account. At closing, Purchaser must pay any amounts due by certified, bank, or cashier's checks made payable to the attorney or agent. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this Section 4, or any written extension, this Agreement is automatically terminated and the Seller shall be entitled to the remedy described in paragraph 19 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller **a per diem** of $ 100.00 through and including the new closing date specified in the written extension.

5. **PRORATIONS**. Seller and Purchaser agree to prorate the following expenses as of closing: utility charges, water and sewer charges, real estate taxes and assessments, common area charges, co-operative fees, maintenance fees, and rents, if any. Payment of homeowner's association or special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward purchase price. HOWEVER, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the Property. In determining prorations, the day of closing shall be charged to Purchaser. All prorations at closing, including prorations for taxes, are final. If the property is a single family property with no more than one dwelling unit, then rents (if any) shall not be prorated.

6. **OCCUPANCY STATUS**. In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller shall not be responsible for any eviction expenses incurred by Purchaser before or after closing.

7. **DELIVERY OF POSSESSION**. Seller shall deliver possession of Property to Purchaser at closing and funding of sale, or upon successful completion of closing and settlement in accordance with local practice and custom. Purchaser may not occupy the Property prior to closing and funding. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing, then Purchaser shall be in default of the Contract of Sale and Seller may terminate this Agreement and Purchaser shall be liable to Seller for damages caused by such alteration or occupation of the Property prior to closing. Purchaser's deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in paragraph 19 of this Addendum.

8. **CONDITION OF PROPERTY**.

   a. PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY, SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY. Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the date of closing. PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY. Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Seller makes no representation or warranty as to whether the Property is connected to or served by a public sewer or a water supply. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer or water supply, notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement

or representation is specifically waived, disclaimed, and rendered null and void. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser or Purchaser's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.

b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are expert in the detection or remediation of mold, mildew, fungus and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property in Section 9 of this Addendum, to inspect the Property for mold, mildew, fungus and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings and structural components of the Property. Purchaser understands and acknowledges that, in its efforts to put the Property in marketable condition, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among other things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents shall be liable for any claims or losses that Purchaser, Purchaser's family members, Purchaser's successors and/or assigns, or persons occupying the Property as guests, tenants or licensees of Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.

9. **INSPECTIONS.** Seller authorizes Purchaser, at Purchaser's expense, to make a complete inspection of the Property within ten (10) calendar days from the final execution date (Seller's acceptance date) of the Contract of Sale. The purpose of the inspection(s) will be to inform Purchaser in a written report or reports if the Property is in a condition materially different than Purchaser expected when making the offer to purchase the Property by executing the Contract of Sale. Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the property and to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. No inspections may be made by any building or zoning inspector or government employee without the prior written consent of Seller. In the event the inspection reveals material deficiencies, Purchaser may cancel the Contract of Sale. To cancel in such event, Purchaser must, **within twelve (12) calendar days from the final execution date of the Contract of Sale**, provide Seller with written notice of cancellation, together with the inspection report(s) and a written designation of the deficiencies. PURCHASER'S FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION, TOGETHER WITH THE INSPECTION REPORT(S) AND THE DESIGNATION OF DEFICIENCIES, WITHIN THE TWELVE (12) DAY TIME PERIOD SHALL CONCLUSIVELY BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY AND TO PROCEED WITH THE TRANSACTION.

10. **COMPLIANCE CERTIFICATES**. Any obligation of Seller to obtain a compliance certificate relating to the Property (such as a certification relating to smoke detectors) shall not apply in the event the Property is not in habitable condition, unless otherwise required by law.

11. **TERMITES/WOOD DESTROYING INSECTS**. Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects unless Seller specifically agrees to do so as indicated below.
    a. (☑) Seller **shall not** repair or treat any such damage caused by termites or wood destroying insects.
    b. (☐) Seller agrees to limited repairs and/or treatment of damage caused by termites or other wood destroying insects.

    THE PARTIES AGREE THAT THE COST TO SELLER FOR SUCH REPAIRS AND/OR TREATMENTS SHALL NOT EXCEED $ 0.00 _____. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such termite repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser.

12. **REPAIRS**. Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed $ 0.00 _____. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the deposit paid by Purchaser. PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING.

13. **INDEMNIFICATION**. Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing.

14. **FINANCING**. The type of financing shall be as follows (check either paragraph a, b or c below as applicable):

a. (☐) Purchaser shall apply for Freddie Mac special financing from a participating lender in the form of a first mortgage secured by the Property in the amount of $_____ which amortizes over a period of _____ years at the prevailing interest rate at time of loan application. Under this financing, Purchaser will not be required to obtain mortgage insurance so long as the sale closes on or before the date specified in Section 4 of this Addendum.

b. (☐) Purchaser shall apply for financing from a third party financial institution in the form of a first mortgage secured by the Property in the amount of $_____. Purchaser agrees to accept a prevailing rate of interest at the time of closing. *Also check one of the following as applicable:*

(☐) Conventional, (☐)FHA, (☐)VA,

(☐) Other:_____.

c. (☑) Purchaser shall pay ALL CASH at closing, with no financing involved in this transaction.

15. **APPLICATION FOR FINANCING**. If this sale is being financed, Purchaser shall have five (5) business days from the final execution date of the Contract of Sale to make loan application. The Contract of Sale may be canceled by Seller in the event Purchaser is not "prequalified" by a lender within seven (7) business days from the final execution date of the Contract of Sale.

16. **NOT CONTINGENT UPON PURCHASER'S SALE OF REAL ESTATE**. Notwithstanding any other provision of the Contract of Sale (including, if applicable, any financing contingency), in no event shall this Agreement be contingent upon the ability of the Purchaser to sell or close other real estate owned by Purchaser.

17. **CLOSING COSTS/CONCESSIONS**.

a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.

b. Purchaser shall pay all of a purchaser's customary closing costs (which shall include lender charges, survey and any FHA/VA non-allowables), except for Seller's contribution toward such closing costs. The amount to be contributed by Seller toward closing costs shall not exceed $ 0.00 _____. Seller's contribution may be applied to any or all of the following actual expenses: FHA or VA non-allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-paid expenses, survey, appraisal and home warranty. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 14 of this Addendum.

c. Purchaser may choose the title insurance company for the closing. If Purchaser agrees to use the title insurance company utilized by the Seller's attorney or agent, then Seller agrees to pay for Purchaser's Owner's Title Policy. SELLER WILL NOT BE OBLIGATED TO PAY ANY PORTION OF THE COST OF AN OWNER'S TITLE POLICY IF THE POLICY IS NOT OBTAINED FROM THE TITLE INSURANCE COMPANY UTILIZED BY SELLER'S ATTORNEY OR AGENT.

18. **TRANSFER TAXES/TAX STAMPS**. Seller is exempt from payment of state taxes and tax stamps on deeds, mortgages and notes (12 U.S.C 1452(e)) and if payment of such state taxes or stamps is necessary to record the deed or mortgage, the tax will be paid by Purchaser and will not be considered part of closing costs.

19. **DEFAULT/REMEDIES**. In the event that either party fails or refuses to proceed to settlement for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda), Purchaser and Seller acknowledge and agree that the economic consequences of such action by either party, considered at the time of contract formation, are speculative and uncertain. In such event, Purchaser and Seller agree that the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise be available at law or in equity. Therefore, in the event that Seller fails or refuses to proceed to settlement in violation of the Contract of Sale, Purchaser's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars ($1,000.00). Seller shall promptly tender said sum upon demand from Purchaser. In the event that Purchaser fails or refuses to proceed to settlement in violation of the Contract of Sale, Seller's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars ($1,000.00). Purchaser shall promptly tender said sum upon demand from Seller. Purchaser and Seller each agree to accept the specified liquidated damages as full and complete compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to settlement in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of lis pendens, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement, and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

20. **ASSIGNMENT**. Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of this Agreement.

21. **PURCHASER'S REPRESENTATIONS**. Purchaser represents that:

    i. Purchaser ☐intends ☑does not intend to occupy the Property as Purchaser's primary residence.

    ii. Purchaser ☐is ☑ is not related by blood or marriage to the previous owner of the Property.

    iii. Purchaser ☐is ☑ is not currently an active supplier approved to perform paid services for HomeSteps or a relative of the supplier.

    iv. FREDDIE MAC EMPLOYEES AND THEIR IMMEDIATE HOUSEHOLD MEMBERS, ARE PROHIBITED FROM PURCHASING HOMESTEPS PROPERTIES. Purchaser or a member of Purchaser's immediate household ☐is ☑is not an employee of Freddie Mac. (An immediate household member means a member of the employee's family who currently resides in the employee's home, a non-resident spouse, and a non-resident minor child or dependent for whom the employee has responsibility.)

    v. If Purchaser is a HomeSteps Supplier (as defined in "HomeSteps' Supplier Code of Conduct"), or an employee and/or immediate family member of a HomeSteps Supplier, Purchaser represents that Purchaser has not accessed HomeSteps information including the Property's valuation and/or analysis, provided ancillary services such as "trash-outs" and maintenance (including but not limited to lawn care or repairs to the Property), or participated in the management of the Property at any time during the entire property management and sale process; and Purchaser represents that Purchaser will not engage in any such activities.

PUCHASER ACKNOWLEDGES THAT SELLER WILL RELY ON THE FOREGOING REPRESENTATIONS, AND ANY MISREPRESENTATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

22. **ACCEPTANCE OF DEED**. The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract of Sale. Upon the acceptance of a deed the Contract of Sale shall be deemed to

be merged into the deed and the Seller's obligations to Purchaser shall be governed solely by the terms of the deed and shall be a bar against any action by the Purchaser against the Seller for any claim based upon the Contract of Sale.

23. **REAL ESTATE COMMISSION.** The real estate commission shall be paid to the Listing Broker pursuant to the terms of a separate agreement between Broker and Seller as follows (check either "a" or "b" below):
    a. (☑) The real estate commission due the Listing Broker, subject to any existing referral agreement, shall be 6.00 % of the contract sale price. **OR**
    b. (☐) The real estate commission due the Listing Broker, subject to any existing referral agreement, shall be the minimum flat fee of $.

    The closing agent is authorized and directed to pay Broker's fee from the sale proceeds at closing. No fee shall be paid to Broker unless closing is completed.

24. **HOMEOWNERS ASSOCIATION ASSESSMENTS**. Seller shall not be responsible for any homeowner's association assessments that accrued prior to the date Seller acquired the property.

25. **NOTICES**. Any notices required to be given hereunder shall be deemed delivered when actually received when delivered by hand or overnight delivery. Such notices shall be deemed delivered five days after mailing when mailed by first class mail, postage prepaid. Notices sent by fax or electronic mail shall be deemed delivered when received with confirmation of successful transmission to the appropriate designated fax number or e-mail address during regular business hours (Monday through Friday from 9:00 am to 5:00 p.m. recipient's local time). Fax transmissions and e-mail received outside regular business hours shall be deemed delivered the next business day. All notices to Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker, agent, or attorney. All notices to Purchaser will be deemed sent or delivered to Purchaser when sent or delivered to Purchaser or Purchaser's agent or attorney. All notices or disclosures that may be delivered by Seller may be delivered by Seller's agent or attorney.

26. **KEYS.** Purchaser acknowledges that the Property may be on a master key system to enable access by Seller and its suppliers. Purchaser acknowledges that Seller recommends that Purchaser re-key the Property after closing.

27. **ATTORNEY REVIEW**. Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding this Agreement. Accordingly, the Parties agree that the terms of this Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any party because that party failed to understand the legal effect of the provisions of this Agreement.

28. **SEVERABILITY**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

29. **ALTERNATIVE DISPUTE RESOLUTION.** In the event that the Contract of Sale to which this Addendum is made a part contains a form of alternative dispute resolution other than through resort to legal action, if that form of alternative dispute resolution seeks to impose a binding method of resolution or settlement then Purchaser and Seller agree that such alternative dispute resolution term shall be of no force or effect, and is hereby revoked.

30. **LEGAL FEES**. In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.

31. **ADDITIONAL CONDITIONS.**

Offer is contingent on approval of the contract docs by Board of County Commissioners of Alachua County. Staff will present the docs to the Board at next regular meeting (1/11/10) if County Staff receives the docs from Seller by end of bus on 1/6/11. AS-IS SALE / NO BCC / NOT ELIGIBLE FOR 2-YR HOW

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL

SELLER:

FEDERAL HOME LOAN MORTGAGE CORPORATION

BY: _____

TITLE: _____

DATE: _____

PURCHASER(S):

BY: _____

BY: _____

DATE: _____

HomeSteps

Asset #:	834105
Property Address:	807 SW 64TH TERR
	GAINESVILLE, FL 32607

PROPERTY CONDITION ADDENDUM AND RELEASE

This Property Condition Addendum and Release ("Addendum") is made a part of the contract of purchase and sale ("Contract") dated _____, 20___, between Federal Home Loan Mortgage Corporation ("Seller") and Alachua County ("Buyer") for the property located at: 807 SW 64TH TERR, GAINESVILLE, FL, 32607 ("Property"), and to the extent that any provision of this Addendum conflicts in whole or in part with any provision of the Contract, the provisions of this Addendum shall control.

Buyer acknowledges that Seller, or Seller's agents, contractors or representatives, have provided Buyer the following reports or other documents ("Reports") containing information regarding the condition of the Property:

INITIAL	INSPECTION TYPE	REPORT REQUESTED DATE	DATE COMMUNICATED TO BUYER

Buyer acknowledges and agrees that the Reports have been provided for informational purposes to permit Buyer to take such further action as Buyer deems appropriate with respect to inspecting or investigating the condition of the Property. Buyer acknowledges and agrees that Seller, and Seller's agents, contractors or representatives, have not made any representation or warranty concerning: (i) the accuracy of the information contained in the Reports; (ii) the completeness of the information contained in the Reports; or (iii) the qualifications or competence of the persons making the Reports.

Buyer acknowledges that one or more of the Reports may indicate that one or more species of mold or microscopic fungi may be, or may have been, present within the dwelling or other structures or improvements located at the Property. Buyer understands and agrees that mold or microscopic fungi may pose health risks to all persons, and that children, elderly persons, and persons with immune system deficiencies, allergies or respiratory problems, may be particularly susceptible to exposure to mold and microscopic fungi.

Buyer acknowledges that the Property is being purchased in its "AS IS" condition, and that Buyer has taken into account the contents of the Reports in agreeing to the purchase price for the Property, and the other terms and conditions of the transaction.

In the event Buyer was provided with one or more of the Reports after the final execution date of the Addendum #1 To Contract of Sale (Single-Family Real Estate Disposition) ("Addendum #1"), then Buyer shall be entitled to a further inspection and cancellation period as described in paragraph 9 of Addendum #1. Buyer shall have an additional period of ten (10) calendar days from the date of this Addendum to make the inspection, and shall have an additional period of twelve (12) calendar days from the date of this Addendum to cancel the Contract, and for that limited purpose the terms of paragraph 9 of Addendum #1 are incorporated herein by reference as if fully set forth in writing except as amended to conform to the intent of this Addendum. The further inspection and cancellation period shall apply with respect only to the subject matter of the Reports provided to Buyer after the final execution of Addendum #1.

Buyer acknowledges and agrees that the information contained in the Reports shall not be considered in any way to constitute representations by Seller of the condition of the Property or whether the Property is in compliance with any applicable federal, state or local government laws or regulations. Buyer, for him/herself, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees and contractors, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property.

SELLER: **BUYER:**
FEDERAL HOME LOAN MORTGAGE CORPORATION

By: _____ By: _____

Title: _____ By: _____

Date: _____ Date: _____

GAINESVILLE-ALACHUA COUNTY ASSOCIATION OF REALTORS®, INC

Deposit Receipt and Purchase and Sale Agreement

1. **PARTIES**: Federal Home Loan Mortgage Corporation ("SELLER")
and Alachua County ("BUYER")
hereby agree that SELLER shall sell and BUYER shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Deposit Receipt and Purchase and Sale Agreement and any riders and addenda ("Agreement").

2. **DESCRIPTION**:
A. Legal description of the Property located in Alachua County, Florida:
_Sugarfoot Oaks Unit 3 PB K-91 Lot 10

B. Street address, city, zip of the Property: 816 SW 64th Terrace, Gainesville, 32607

C. Personal property includes existing: (CHECK all that apply)

☐	Range	# of	☐	Ceiling Fan	# of
☐	Oven	# of	☐	Washer	# of
☐	Dishwasher	# of	☐	Dryer	# of
☐	Microwave	# of	☐	Window Treatments	
☐	Refrigerator	# of	☐	Light Fixtures	

Other items included are: All appliances, equipment and fixtures in the property at the time of closing will be conveyed to buyer. Seller agrees not to remove any such items fro the property prior to closing.

D. Items of real and/or personal property affixed (and leased items, if any) excluded are:

3. **PURCHASE PRICE** ("Purchase Price"): $ 59,900.00
Payable as follows:
A. Deposit held in escrow, ("Deposit"), by New House Title (Escrow Agent)
in the amount of: $ 1,000.00
B. Additional Deposit to be made to NA
Within NA (NA) days after Effective Date: $ NA
C. Financing in the amount of: $ NA
D. Other: : $ NA
E. Balance payable (Cash at Closing (US cash, wire transfer, certified or cashiers check)) $ 58,900.00

TOTAL PURCHASE PRICE: $ 59,900.00

4. **ADDITIONAL TERMS AND CONDITIONS**:
This Agreement is expressly contingent on the approval of this purchase by the Alachua County Board of County Commissioners.

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5. **RIDERS/ADDENDA:** Additional riders are attached to this Agreement and are made a part hereof: (CHECK those riders, which are applicable)

☐ Comprehensive Addendum	☐ Homeowners Assn. Community Disclosure Form	☐ Condominium Rider
☐ Lead-Based Paint	☐ Insulation Disclosure	☒ AS-IS
☐ FHA/VA	☐ Assumption of Existing Mortgage	☐ Insurance Rider
☐ Short Sale Addendum	☒ Addenda	

6. **CLOSING DATE/TIME OF POSSESSION:** This transaction shall be closed and the deed and other closing papers delivered on February 15, 2011 or such earlier date as may be mutually agreed upon, unless extended by other provisions of this Agreement, ("Closing"). If BUYER is unable to obtain Hazard, Wind, Flood or Homeowner's insurance because insurance underwriting has been suspended, BUYER may delay Closing for up to five (5) days from the scheduled closing date to obtain such coverage. If coverage is still unavailable, either party may elect to terminate this Agreement. BUYER shall use all reasonable efforts to obtain insurance coverage. BUYER shall take possession at the date and time of Closing unless otherwise stipulated in this Agreement or an addendum to this Agreement. If this transaction fails to close for any reason, BUYER will immediately return to SELLER all SELLER-provided documents.

7. **TIME FOR ACCEPTANCE/FACSIMILE/EFFECTIVE DATE:** If this Agreement is not executed by and delivered to all parties hereto, OR FACT OF EXECUTION communicated in writing between the parties, on or before 1/15/2011, the aforesaid Deposit(s) shall, at the option of the BUYER, be returned to BUYER and this offer shall be considered withdrawn. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals. **UNLESS OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE TWO (2) DAYS FROM THE DATE THE COUNTEROFFER IS DELIVERED.** The date of this Agreement ("Effective Date") will be the date when the last one of the BUYER and SELLER has signed or initialed this offer, or the final counteroffer, and this offer, or the final counteroffer, has been delivered to all parties, OR FACT OF EXECUTION has been communicated in writing between the parties.

8. **FINANCING:**
   A. ☒ **Cash:** This is a cash transaction with no contingencies for financing.
   B. ☐ **New Financing:** This Agreement is contingent upon BUYER obtaining approval of a loan, ("Loan Approval") within _____ (_____) days after the Effective Date ("Loan Approval Date") for (Check one only) a or an ☐ fixed; ☐ adjustable; or ☐ fixed-adjustable rate loan, in the principal amount of at least _____ Dollars ($_____), at an initial interest rate not to exceed _____ percent (_____%) and for a term of _____ (_____) years. BUYER will make application within _____ (_____) days after the Effective Date and shall use reasonable diligence to obtain Loan Approval. For purposes of this provision, "reasonable diligence" shall include, but not necessarily be limited to, performing the following in a timely manner: Making application for the loan, paying all application fees and appraisal fees upon request, providing all requested financial information and copies of tax returns, providing verification of deposits and employment, together with copies of pay stubs if requested, and providing such other information as may be reasonably requested by the lender. BUYER further agrees to satisfy all terms and conditions of the Loan Approval, pay all loan-related costs and fees and close on the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. If BUYER has used reasonable diligence and has not obtained Loan Approval, BUYER shall be refunded all Deposits, provided BUYER, by no later than the Loan Approval Date, provides written notice to SELLER that BUYER has not obtained Loan Approval and has elected to terminate this Agreement. If BUYER has not terminated this Agreement by the Loan Approval Date as provided herein, BUYER will be deemed to have received Loan Approval and this contingency shall be waived. This Agreement shall remain subject to the satisfaction, by Closing, of those conditions of Loan Approval related to the Property, including survey and title commitment requirements. BUYER authorizes mortgage broker(s) and lender(s) to disclose to SELLER, real estate licensee(s) and closing agent(s) information regarding status of the loan application and Loan Approval. **WITH REGARD TO THIS PROVISION OF THIS AGREEMENT ONLY, TIME SHALL BE OF THE ESSENCE.**

   C. ☐ **Purchase Money Note and Mortgage to SELLER:** It is understood and agreed by the parties hereto that the BUYER will give and the SELLER will take back a purchase money, (first, second, etc.), mortgage encumbering the Property, securing the repayment of a promissory note payable to the SELLER, in the amount of _____ Dollars ($_____), bearing interest at the rate of _____ percent (_____%) per annum, for a term of _____ (_____) years, said mortgage to be amortized by monthly payments of principal and interest in the approximate amount of

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_____ Dollars ($_____), with the first such payment becoming due and payable thirty (30) days after Closing, and with subsequent payments due on the same day of each month thereafter until all sums due under the promissory note have been paid in full. All such payments shall be credited first to accrued interest and the balance to principal.

The purchase money note and mortgage shall provide for a thirty (30) day grace period in the event of default if it is a first mortgage and a fifteen (15) day grace period if it is a second mortgage, shall provide for right of prepayment in whole or in part without penalty, and shall be otherwise in form and content in accordance with covenants established by the Eighth Judicial Circuit Bar Association. Said note and mortgage shall provide that in the event any installment is more than fifteen (15) days delinquent, the holder may assess a late charge of five percent (5%) of the late installment payment, or ten dollars ($10.00) whichever is greater, which late payment shall be due with the late installment payment, and in any event, shall be due no later than the due date of the next installment payment. Failure to pay the late charge when due shall constitute a default under the promissory note and mortgage. Said mortgage shall require all prior liens and encumbrances to be kept in good standing and shall forbid modifications of or future advances under prior mortgage(s).

The purchase money mortgage and note: (CHECK one)

☐ shall be fully assumable

☐ shall not be assumable, directly or indirectly, and shall include a standard "due on sale" clause prohibiting sale or transfer other than by descent and distribution in case of death, or for a lease of three years or less and which does not contain an option to purchase

☐ shall be assumable on these conditions: _____

BUYER authorizes SELLER to obtain credit, employment and other necessary information to determine, in the sole discretion of the SELLER, the creditworthiness of the BUYER for the financing being offered by the SELLER. Within _____ (_____) days from the Effective Date, SELLER will give BUYER written notice if SELLER is unwilling to take back purchase money financing, in which event this Agreement shall terminate, with all Deposits being refunded to BUYER and both parties thereafter being relieved of further obligations hereunder.

9. **EVIDENCE OF TITLE**: SELLER, at SELLER's expense, shall provide an American Land Title Association, ("ALTA"), Owner's Title Insurance Commitment, ("Title Commitment"), and title insurance policy in the amount of the Purchase Price. If BUYER is required to furnish a mortgagee title insurance policy, SELLER agrees that SELLER's title agent will offer BUYER the option of obtaining a simultaneous issue mortgagee policy through the SELLER's title agent at BUYER's expense.

Title evidence to be furnished within: (CHECK one)

☐ _____ (_____) days from the Effective Date of this Agreement or

☒ Five (5) days prior to Closing

10. **EXAMINATION OF TITLE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue to BUYER, upon recording of the deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring BUYER's marketable title to the real property, subject only to the matters contained in Paragraph 16 and those to be discharged by SELLER at or before Closing. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. BUYER shall have five (5) days from date of receiving the Title Commitment to examine it, and if title is found defective, notify SELLER in writing specifying the defect(s), which renders title unmarketable. SELLER shall have thirty (30) days from receipt of notice to remove the defect(s), (the "Cure Period"), failing which BUYER shall, within five (5) days after expiration of said Cure Period, deliver written notice to SELLER either: (A) extending the Cure Period; (B) waiving the defect(s); or (C) requesting a refund of the Deposit(s) paid which shall be returned to BUYER, thereby releasing BUYER and SELLER from all further obligations under this Agreement. If BUYER fails to so notify SELLER, BUYER shall be deemed to have accepted the title in its existing condition. SELLER shall use diligent efforts to correct defect(s) within the Cure Period. Reasonable diligence will not include the requirement of SELLER to bring an action at law or equity to cure said defect(s). Upon the defect(s) being cured and notice of that fact being delivered to BUYER or BUYER's agent, this transaction shall then be closed within ten (10) days of the delivery of the notice. If SELLER delivers the Title Commitment to BUYER less than five (5) days prior to Closing, BUYER may extend Closing so that BUYER shall have up to five (5) days from date of receipt to examine same in accordance with this provision.

11. **EXPENSES**:

A. **SELLER shall pay for the following expenses**:

1. Real estate sale commissions
2. ~~State documentary stamps to be affixed to deed~~
3. Preparation of instruments required of SELLER
4. Owner's title insurance and related fees
5. SELLER's attorney fee
6. _____
7. _____

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BUYER shall pay for the following expenses:

1. Recording fee to record deed
2. All expenses relative to all notes and mortgages, or a contract for deed, including preparation, recording, documentary stamps, intangible tax & mortgagee title insurance
3. Transfer fees of existing mortgage(s) if any
4. Survey, if any
5. Fees related to obtaining estoppels certificate
6. Wood Destroying Organism Inspection
7. BUYER's attorney fee
8. Home inspection, if any
9. Documentary Stamps on Deed, if applicable
10. _____

B. **HOME WARRANTY**: ☐ SELLER ☐ BUYER ☒ N/A will pay for a home warranty plan issued by _____, at a cost not to exceed $_____.

12. **INSPECTION PERIOD**: For purposes of this Agreement, "Inspection Period" shall be ten (10) days from the Effective Date of this Agreement.

13. **SELLER's WARRANTIES / INSPECTION / REPAIR**: Except as otherwise disclosed herein by SELLER, SELLER warrants that:
    A. The ceiling, roof, (including the fascia and soffits), and exterior and interior walls and foundation of the Property do not have any visible evidence of leaks, water damage or structural damage. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects SELLER must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage, but missing tiles will be SELLER's responsibility to replace or repair. If repairs or replacements are required to comply with the foregoing warranty 13(A), SELLER shall pay up to an amount not to exceed _____ _____Dollars ($_____).

    SELLER further warrants that:

    B. The septic tank, pool, all major appliances, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. If repairs or replacements are required to comply with the foregoing warranty 13B, SELLER shall pay up to an amount not to exceed _____ Dollars ($_____). All repairs shall be made by an appropriately licensed person(s) or firm(s), or mutually acceptable person(s). SELLER makes no warranties as to conformity with current applicable building code requirements.

BUYER may inspect or, at BUYER's expense, have a firm(s) or individual(s) specializing in inspections and holding an occupational license for such purpose, (if required), or an appropriately licensed Florida contractor make inspections of those items within the Inspection Period. BUYER shall report in writing to SELLER, within the Inspection Period, such items that do not meet the above standards as to defects. Unless BUYER timely reports such defect(s), BUYER shall be deemed to have waived SELLER's warranties as to defect(s) not reported. SELLER is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect SELLER is responsible to repair or replace. If the cost for such repairs or replacements exceeds the amounts provided under 13(A) or 13(B), SELLER shall have three (3) days from the date of notice from BUYER to agree to pay any excess costs for such repairs. If SELLER notifies BUYER, in writing, within the three (3) day period that SELLER refuses to pay any excess costs for such repairs, BUYER shall then have one (1) day from receipt of such notice, in writing, either to agree to complete the purchase or elect to terminate this Agreement in which event the BUYER's Deposit(s) shall be returned to BUYER. Nothing contained in this paragraph shall release SELLER from SELLER's obligation to make required repairs as set forth herein up to the amount specified in this paragraph 13. SELLER shall, upon reasonable notice, provide utilities service and access to the Property for inspections; including a walk-through prior to Closing to confirm that all items of personal property are on the real property and, subject to the foregoing, that all required repairs and replacements have been made, and Property has been maintained as required by Standard D of this Agreement.

For purposes of this Agreement: "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: Pitted marcite or other pool finishes; missing or torn screens; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in the ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks. Fogged windows shall not be considered a "cosmetic condition."

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

14. ☐ **ADDITIONAL/EXPANDED INSPECTIONS**: (CHECK if applicable) In addition to and together with the inspection(s) allowed under Paragraph 13, BUYER may also conduct such additional inspections and tests of the Property as the BUYER shall deem necessary including, but not limited to, emergency studies, soil tests, additional structural inspections, review of permitting, zoning and land use requirements and environmental and radon tests. Such tests shall be completed during the Inspection Period and shall be conducted by the BUYER or a firm(s) or individual(s) specializing in such inspections and holding an occupational license for such purpose, (if required), or by an appropriately licensed Florida contractor. If BUYER determines that any other bonafide condition or defect of the Property, as disclosed by the Paragraph 13 inspections, additional inspections or other tests are unacceptable to BUYER, then BUYER shall report to SELLER, in writing, such condition(s) or defect(s) within the "Inspection Period". SELLER shall have three (3) days from the date of notice to agree to remedy such condition(s) or defect(s). If SELLER

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notifies BUYER, in writing, within the three (3) day period that SELLER refuses to remedy such condition(s) or defect(s), BUYER shall then have one (1) day from receipt of such notice to, in writing, either agree to complete the purchase without the condition(s) or defect(s) being remedied by the SELLER or to terminate this Agreement, in which event the BUYER's Deposit(s) shall be returned to BUYER and this Agreement shall be terminated. All repairs shall be made by appropriately licensed person(s) or firm(s) or mutually acceptable person(s).

For purposes of this provision, the term "bonafide condition or defect" shall be defined to mean conditions or defects that would cumulatively cost in excess of $500.00 to remedy.

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

15. **WOOD DESTROYING ORGANISMS**: BUYER, at BUYER's expense, may have the Property inspected by a Florida Certified Pest Control Operator, ("Operator"), within the Inspection Period, to determine if there is any visible active Wood Destroying Organisms infestation, or visible damage from Wood Destroying Organisms infestation, excluding fences and _____ _____ If either or both are found, BUYER will, within the Inspection Period: A) Provide to SELLER a copy of the Wood Destroying Organism inspection report, (the "WDO Report"); B) Have cost of treatment of active infestation estimated by the Operator; C) Have all damage inspected and cost of repairs estimated by an appropriately licensed contractor or mutually acceptable person, and D) Report such cost(s) to SELLER in writing.

If active infestation or damage is found to be present, the SELLER shall bear the total cost of remedying such active infestation and repair of damage, except as otherwise herein provided, except BUYER shall be responsible for damage caused by wood-destroying organisms where the cost of repair is less than One Hundred Dollars ($100.00). Should the cost of such treatment and repair exceed _____ Dollars ($_____), the SELLER may elect to terminate this Agreement by giving written notice to the BUYER within three (3) days from BUYER's notice and all rights and liabilities of all parties shall thereafter terminate and all Deposits shall be returned to BUYER, unless the BUYER elects to proceed with the transaction, taking the above amount as a credit at Closing. The repairs and treatment shall be made by appropriately licensed person(s) or firm(s), or other mutually acceptable person(s). "Wood Destroying Organisms" shall be deemed to include all Wood Destroying Organisms required to be reported under the Florida Pest Control Act, as amended.

If BUYER's lender requires an updated WDO Report, then BUYER shall, at BUYER's expense, have the opportunity to have the Property re-inspected for Wood Destroying Organisms infestation and have the cost of active infestation or new damage estimated and reported to SELLER in writing at least ten (10) days prior to Closing. Thereafter, SELLER shall cause such treatment and repair to be made and pay the cost thereof; provided SELLER's total obligation for treatment and repair cost(s) required under both the first and second inspection shall not exceed the amount provided in this paragraph 15.

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

16. **RESTRICTIONS, EASEMENTS AND LIMITATIONS**: BUYER shall take title subject to: the standard exceptions contained in an ALTA title insurance policy, comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, outstanding oil, gas and mineral rights of record without right of entry, public utility easements of record, taxes for the year of closing and subsequent years, assumed mortgage(s) and purchase money mortgages, if any, other: of record _____ provided, however, that there exists at Closing no violation of the foregoing and that the foregoing do not affect the marketability of title, and they do not prevent the use of the Property for intended _____ purpose(s).

17. **UTILITIES**: SELLER represents that Property is served by: (CHECK if applicable)

☒ Central Water System ☒ Central Wastewater System ☐ None of the Foregoing

☐ Well ☐ Septic Tank

18. **CONVEYANCE**: SELLER shall convey title to the Property by statutory warranty, trustee, personal representative or guardian deed, as appropriate to the status of SELLER, free and clear of all encumbrances and liens of whatsoever nature, except taxes for the current year, and except as herein otherwise provided. SELLER shall also deliver to BUYER a lien and possession affidavit at Closing, sufficient to remove lien and possession exceptions from the title insurance policy. If SELLER is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, ("FIRPTA"), the parties shall comply with FIRPTA. The parties shall comply with the provisions of FIRPTA and applicable regulations which could require SELLER to provide additional cash at Closing to meet withholding requirements, and a FIRPTA Rider or equivalent may be attached to this Agreement. Conveyance of title shall be to: Alachua County _____

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19. **FLOOD ZONE REPRESENTATION**: Some flood zones designate that the Property may be subject to more than a minimal risk of flooding. If BUYER produces evidence not less than five (5) days prior to Closing that the improvements, (or the effective buildable area of unimproved Property), is in a flood zone which carries a greater risk of flooding than as defined by Flood Zone "C", the BUYER shall have the option to declare this Agreement terminated and shall thereupon be entitled to a refund of all deposits. Should BUYER close on the Property without obtaining evidence of flood zone status, BUYER shall be deemed to have waived all objections as to the flood zone status of the Property. BUYER should not rely on flood zone status as determined by a pre-existing survey.

20. **SPECIAL ASSESSMENTS:**
    A. **Public Bodies**: Property is: (CHECK one) ☒ not subject to ☐ subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: (CHECK one) ☐ SELLER ☐ BUYER ☐ Other (see addendum)
    Unless as otherwise set forth herein, certified special assessment liens imposed by public bodies in existence as of Closing are to be paid by SELLER. Pending or proposed special assessments liens as of Closing shall be assumed by BUYER. If the improvement has been substantially completed as of the Effective Date, any pending or proposed special assessment lien shall be considered certified and SELLER shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body. A certified special assessment lien is one that has been formally adopted by ordinance or otherwise by the governmental authority creating the special assessment that creates a lien therefore.

    B. **Homeowner/Condominium Association**: Property is: (CHECK one) ☒ not subject to ☐ subject to a special assessment lien imposed by a Homeowner/Condominium Association, payable in installments which continue beyond Closing and if so, specify who shall pay amounts due after Closing: (CHECK one) ☐ SELLER ☐ BUYER ☐ Other (see addendum)

21. **DISCLOSURES:**
    A. **BUYERS**: (CHECK one) ☐ **acknowledges** ☒ **does not acknowledge receipt of brokerage relationship disclosure**
    BUYER's INITIALS: _____
    B. **Closing Costs**: Upon closing of the Property, SELLER and/or BUYER may be required to pay closing costs such as, but not limited to: Document preparation fees, attorney's fees, title insurance, taxes, escrow fees, documentary stamp and intangible taxes, recording fees, discount points, survey charges, wood destroying organism inspection fees, mortgage transfer fees and other such costs assumed by the SELLER and/or BUYER.
    C. **Property Tax Disclosure Summary**: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
    D. **Condominium Disclosure**: If BUYER will be obligated to be a member of a Condominium Association, BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE CONDOMINIUM ASSOCIATION RIDER.
    E. **Homeowner's Association/Community Disclosure**: If BUYER will be obligated to be a member of a homeowner association, BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS ASSOCIATION/COMMUNITY DISCLOSURE.
    F. **Energy Efficiency Rating System**: BUYER acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996 F.S.
    G. **Lead-Based Paint**: If the Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
    H. **Mold**: Mold is naturally occurring and may cause health risks or damage to property. If BUYER is concerned or desires additional information regarding mold, BUYER should contact an appropriate professional.
    I. **Radon Gas**: Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health Unit.

22. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS**: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Agreement in conflict with them.

23. **ASSIGNABILITY**: BUYER (CHECK one)
    ☐ May assign this Agreement and thereby be released from any further liability under this Agreement.
    ☐ May assign this Agreement but not be released from liability under this Agreement.
    ☒ May not assign this Agreement.

24. **STANDARDS FOR REAL ESTATE TRANSACTIONS:**
    A. **SURVEY**: BUYER, at BUYER's expense, may have the Property surveyed by a registered Florida surveyor and the survey certified and delivered to BUYER not less than five (5) days prior to Closing. If the survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, contract covenants or applicable governmental regulations, the same shall constitute title defects to be corrected

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by SELLER as required under Paragraph 10 of this Agreement. BUYER shall notify SELLER in writing specifying the defects reflected by the survey and shall simultaneously deliver a copy of the survey to the SELLER. SELLER shall undertake the required steps to cure such defects within the Cure Period as defined in Paragraph 10 hereof. SELLER agrees to provide BUYER with copies of existing surveys SELLER has, if any, within five (5) days from the Effective Date. If any part of the Property lies seaward of the coastal control line, SELLER will provide BUYER with an affidavit or survey as required by law delineating the line's location on the property, unless BUYER waives this requirement in writing.

B. **PRORATIONS**: All taxes for the current year, rents, insurance premiums, association assessments and interest on existing mortgages to be assumed (if any) shall be prorated as of Closing with BUYER paying for the day of Closing. If part of the Purchase Price is to be evidenced by the assumption of a mortgage requiring deposit of funds in escrow for payment of taxes, insurance or other charges, BUYER agrees to reimburse SELLER for escrowed funds assigned to BUYER at Closing. All mortgage payments shall be current at the time of Closing. If Closing occurs at a date when the current year's millage is not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment using the prior year's millage rate. A tax proration based on an estimate shall, at the request of either party, be readjusted upon receipt of the tax bill. This provision shall survive Closing.

C. **WARRANTIES**: SELLER warrants that there are no facts or defects known to SELLER materially affecting the value of the Property which are not readily observable by BUYER or which have not been disclosed to BUYER in writing.

D. **MAINTENANCE**: Between the Effective Date of this Agreement and Closing, SELLER shall maintain the Property in the condition existing as of the Effective Date, reasonable wear and tear excepted, and shall maintain the lawn and shrubbery in substantially the same condition that existed on the Effective Date. The Property will be swept clean and SELLER's personal items removed before Closing.

E. **DESTRUCTION OF PREMISES**: If any improvements located on the Property at the time of execution of this Agreement are damaged by fire or other casualty prior to Closing and can be substantially restored to the same condition that existed on the Effective Date of this Agreement, within a period not to exceed 45 days after the anticipated Closing, SELLER shall so restore the improvements and the closing date shall be extended accordingly. If such restoration cannot be completed within said period of time, this Agreement, at the option of the BUYER, shall terminate and the Deposit(s) shall be returned to BUYER. All risk of loss prior to Closing shall be borne by SELLER.

F. **ESCROW**: Any escrow agent, ("Agent"), receiving funds or equivalent is authorized and agrees by acceptance of them, to deposit them promptly, hold same in escrow and subject to clearance, disburse them in accordance with the terms and conditions of this Agreement. At SELLER's option, failure of clearance of funds shall be considered a default. If in doubt as to the Agent's duties or liabilities under the provisions of this Agreement, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties; or Agent may deposit said escrowed funds with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability of the Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S. (1987), as amended. Any suit between BUYER and SELLER where Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, with the fees and costs to be charged and assessed as court costs in favor of the prevailing party. The parties agree that the Agent shall not be liable to any party or person for misdelivery to BUYER or SELLER of items subject to this escrow, unless such misdelivery is due to willful breach of this Agreement or the gross negligence of Agent.

G. **DISBURSEMENT OF CLOSING PROCEEDS**: Disbursement of closing proceeds shall be made as soon after Closing as final title certification and examination have been made, but which shall be no later than five (5) business days after Closing.

H. **FAILURE OF PERFORMANCE**: If BUYER fails to perform this Agreement within the time specified, (including payment of all Deposits hereunder), the Deposit(s) paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims whereupon BUYER and SELLER shall be relieved of all obligations under this Agreement; or SELLER, at SELLER's option, may proceed in equity to enforce SELLER's rights under this Agreement. If, for any reason other than failure of SELLER to make SELLER's title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Agreement, BUYER may seek specific performance or elect to receive the return of BUYER's Deposit(s) without thereby waiving any action for damages resulting from SELLER's breach.

I. **OTHER AGREEMENTS**: No prior or present agreements or representations shall be binding upon BUYER or SELLER unless included in this Agreement. No modification to or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

J. **NOTICES AND RECORDINGS**: This Agreement shall bind and run to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Agreement and any

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signatures thereon shall be considered for all purposes as an original. Neither this Agreement nor any notice of it shall be recorded in any public records.

K. **ATTORNEY'S FEES/COSTS**: In any litigation arising out of this Agreement, the prevailing party in such litigation, which, for purposes of this Standard, shall include SELLER, BUYER and any real estate brokers acting in agency or non-agency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses, including reasonable attorney's fees, costs and expenses incurred in any appeal.

L. **LEGAL ACCESS**: SELLER warrants and represents that there is insurable legal access to the Property sufficient for the intended use as described herein.

M. **TIME**: Time periods herein of less than six (6) days shall, in the computation, exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. Failure of any party to perform any covenant of this Agreement within the time limits set forth for performance of such covenant shall not be considered a material breach excusing performance unless such failure results in a material loss to the aggrieved party.

N. **LEASES**: If the Property or any portion thereof is leased, SELLER shall, within the Inspection Period, furnish to BUYER copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, the rental rates and advanced rent and security deposits paid by a tenant. If SELLER is unable to obtain such letter from each tenant, the same information shall be furnished by SELLER to BUYER in writing within that time period in the form of a seller's affidavit and BUYER may thereafter contact tenants to confirm such information. If the terms of the lease(s) differ materially from SELLER's representations, BUYER may terminate this Agreement by delivering written notice to SELLER within three (3) days of receipt of the leases, estoppel letter(s) and information. SELLER shall, at Closing, deliver and assign all original leases to BUYER.

O. **IMPACT FEES**: BUYER acknowledges that BUYER shall be responsible for all water and wastewater flow base, connection charges and impact fees, if any, associated with BUYER placing any improvements on the Property.

P. **EXCHANGE**: If either SELLER or BUYER wish to enter into a like-kind exchange, (either simultaneous with Closing or deferred), with respect to the Property under Section 1031 of the Internal Revenue Code, ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents, provided; (1) the cooperating party shall incur no liability or expense related to the Exchange, and (2) the Closing shall not be contingent upon nor extended or delayed by such Exchange.

Q. **CONTINUING OBLIGATION FOR CLOSING COSTS**: BUYER and SELLER agree that they shall be responsible for payment of, or reimbursement of any and all costs incurred by or on behalf of said party in connection with the Closing, whether or not Closing occurs. Such costs may include, but are not limited to: Inspection fees, title search fees, any and all loan-related costs including survey and appraisal fees. Failure of a party to pay for or to reimburse any such costs shall constitute a default under this Agreement, entitling the other party and/or the agent acting on behalf of the defaulting party to seek recovery of such costs together with all costs incurred in such actions, including reasonable attorney's fee. This provision shall survive a termination of this Agreement.

THIS IS A LEGALLY BINDING AGREEMENT AND SHALL NOT BE RECORDED UNLESS OTHERWISE AGREED TO BETWEEN THE PARTIES. IF NOT FULLY UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE. DO NOT SIGN UNTIL ALL BLANKS ARE COMPLETED. YOUR REALTOR® RECOMMENDS THAT YOU OBTAIN TITLE INSURANCE OR A TITLE OPINION FROM YOUR ATTORNEY.

Counter Offer/Rejection:

☐ **SELLER has countered BUYER's offer on the attached Counter Offer form, which is by reference incorporated in and made a part of this agreement. This agreement, as modified by the attached Counter Offer form, represents the counter offer being made by the Seller.**

☐ SELLER has countered BUYER's offer as indicated above.

☐ SELLER hereby rejects BUYER's offer.

SELLER'S INITIALS: _____

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BUYER _____ Date _____ SELLER _____ Date _____

BUYER _____ Date _____ SELLER _____ Date _____

BUYER _____ Date _____ SELLER _____ Date _____

Deposit(s) under Paragraph 3(A) received: (Checks are subject to clearance) _____
Escrow Agent

Address of Escrow Agent: _____
Address City State Zip

Escrow Agent Phone: _____

By: _____, as authorized agent of Escrow Agent

Additional Deposit(s) under Paragraph 3(B) received: (Checks are subject to clearance) _____
Escrow Agent

Address of ADDITIONAL Escrow Agent: _____
Address City State Zip

Escrow Agent Phone: _____

By: _____, as authorized agent of Escrow Agent

SELLER: (CHECK one) ☐ **acknowledges** ☐ **does not acknowledge receipt of brokerage relationship disclosure**
SELLER's INITIALS: _____

REAL ESTATE BROKERS: The brokers named below are the listing and cooperating brokers in connection with this Agreement:

_____ _____
Listing Broker/Firm Name (print) Cooperating Broker/Firm Name, if any (print)

_____ _____
Listing Salesperson (print) Selling Salesperson, if any (print)

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GAINESVILLE-ALACHUA COUNTY ASSOCIATION OF REALTORS®, INC

"As Is" Rider
to the Deposit Receipt and Purchase and Sale Agreement

(This Rider is intended for use in conjunction with Paragraph 5 of the Gainesville-Alachua County Association of REALTORS®, Deposit Receipt and Purchase and Sale Agreement).

The following clauses amend and are made a part of the Deposit Receipt and Purchase and Sale Agreement ("Agreement") first dated January 11, 2011 (816 SW 64th Ter) by and between Federal Home Loan Mortgage Corporation ("SELLER") and Alachua County ("BUYER").

In accordance with the provisions of Standard I, which allows modifications and changes to the Agreement, BUYER and SELLER agree as follows:

1. **SELLER's Warranties and Representation: Obligation with Respect to Property; Limitations**

   A. Paragraph 13, 14 & 15 are deleted.

   B. This Rider does not relieve the SELLER of SELLER's disclosure obligation under Standard "C" for facts known to SELLER. However, except as required in this Rider and in Standard "C", SELLER extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

   C. SELLER has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

   D. Subject to the provisions and limitations of this Rider, BUYER waives any claims against SELLER and, to the extent permitted by law, against any licensee involved in the negotiation of the Agreement, for any defects or other damage that may exist at Closing and be subsequently discovered by the BUYER or anyone claiming by, through, under or against the BUYER.

2. **Inspection Period and Right to Cancel**

   A. BUYER shall have an Inspection Period as per Paragraph 12 within which to have such inspections of the Property performed as BUYER shall desire and utilities shall be made available by the SELLER during the Inspection Period.

   B. BUYER shall be responsible for prompt payment for such inspections and repairs of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Agreement.

   C. If BUYER determines, at BUYER's sole discretion, that the condition of the Property is not acceptable to BUYER, BUYER may cancel the Agreement by delivering facsimile or written notice of such election to SELLER within the Inspection Period. If BUYER timely cancels the Agreement, the deposit(s) paid shall be immediately returned to BUYER; thereupon, BUYER and SELLER shall be released of all further obligations under the Agreement, except as provided in Subparagraph 2(b) above.

BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date

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HomeSteps
A Freddie Mac Company

ADDENDUM # 1 TO CONTRACT OF SALE
(Single-Family Real Estate Disposition)

This Addendum is to be made a part of the agreement (Contract of Sale) dated _____, 20_____, between Federal Home Loan Mortgage Corporation **(Seller, sometimes described as Freddie Mac or HomeSteps) and** Alachua County **(Purchaser), for the property located at:** 816 SW 64TH TERR, GAINESVILLE, FL, 32607 **(the "Property").**

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. **CONDITIONS OF SALE.** Purchaser acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the repurchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, then Seller may notify Purchaser that the Contract of Sale is canceled and the deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

   IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

   IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLE ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

   IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. **TITLE.** The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. Title to the Property may run from the owner of record, or from Seller by act of power of attorney on behalf of the recorded owner. Conveyance will be by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a SPECIAL WARRANTY, LIMITED WARRANTY, QUIT CLAIM OR BARGAIN AND SALE DEED, or other local form of Deed acceptable to the recording agent and Seller. The closing attorney/agent is responsible for providing the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable, or any revision thereto.

3. **UNWRITTEN STATEMENTS** Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract of Sale unless incorporated in writing into the Contract of Sale.

4. **TIME IS OF THE ESSENCE: CLOSING**. IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO. Settlement/closing shall be held in the offices of Seller's attorney or agent, or at a place designated and approved by Seller, unless otherwise required by applicable law. Closing shall occur on or before February 15, 2011, or within seven (7) calendar days of loan approval, whichever is earlier, unless the closing date is extended in writing signed by the Seller and Purchaser. The deposit shall be held by the attorney or agent approved by Seller in a non-interest bearing trust account. At closing, Purchaser must pay any amounts due by certified, bank, or cashier's checks made payable to the attorney or agent. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this Section 4, or any written extension, this Agreement is automatically terminated and the Seller shall be entitled to the remedy described in paragraph 19 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller **a per diem** of $ 100.00 through and including the new closing date specified in the written extension.

5. **PRORATIONS**. Seller and Purchaser agree to prorate the following expenses as of closing: utility charges, water and sewer charges, real estate taxes and assessments, common area charges, co-operative fees, maintenance fees, and rents, if any. Payment of homeowner's association or special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward purchase price. HOWEVER, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the Property. In determining prorations, the day of closing shall be charged to Purchaser. All prorations at closing, including prorations for taxes, are final. If the property is a single family property with no more than one dwelling unit, then rents (if any) shall not be prorated.

6. **OCCUPANCY STATUS**. In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller shall not be responsible for any eviction expenses incurred by Purchaser before or after closing.

7. **DELIVERY OF POSSESSION**. Seller shall deliver possession of Property to Purchaser at closing and funding of sale, or upon successful completion of closing and settlement in accordance with local practice and custom. Purchaser may not occupy the Property prior to closing and funding. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing, then Purchaser shall be in default of the Contract of Sale and Seller may terminate this Agreement and Purchaser shall be liable to Seller for damages caused by such alteration or occupation of the Property prior to closing. Purchaser's deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in paragraph 19 of this Addendum.

8. **CONDITION OF PROPERTY**.

   a. PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY, SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY. Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the date of closing. PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY. Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Seller makes no representation or warranty as to whether the Property is connected to or served by a public sewer or a water supply. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer or water supply, notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement

or representation is specifically waived, disclaimed, and rendered null and void. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser or Purchaser's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.

b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are expert in the detection or remediation of mold, mildew, fungus and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property in Section 9 of this Addendum, to inspect the Property for mold, mildew, fungus and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings and structural components of the Property. Purchaser understands and acknowledges that, in its efforts to put the Property in marketable condition, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among other things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents shall be liable for any claims or losses that Purchaser, Purchaser's family members, Purchaser's successors and/or assigns, or persons occupying the Property as guests, tenants or licensees of Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.

9. **INSPECTIONS.** Seller authorizes Purchaser, at Purchaser's expense, to make a complete inspection of the Property within ten (10) calendar days from the final execution date (Seller's acceptance date) of the Contract of Sale. The purpose of the inspection(s) will be to inform Purchaser in a written report or reports if the Property is in a condition materially different than Purchaser expected when making the offer to purchase the Property by executing the Contract of Sale. Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the property and to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. No inspections may be made by any building or zoning inspector or government employee without the prior written consent of Seller. In the event the inspection reveals material deficiencies, Purchaser may cancel the Contract of Sale. To cancel in such event, Purchaser must, **within twelve (12) calendar days from the final execution date of the Contract of Sale**, provide Seller with written notice of cancellation, together with the inspection report(s) and a written designation of the deficiencies. PURCHASER'S FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION, TOGETHER WITH THE INSPECTION REPORT(S) AND THE DESIGNATION OF DEFICIENCIES, WITHIN THE TWELVE (12) DAY TIME PERIOD SHALL CONCLUSIVELY BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY AND TO PROCEED WITH THE TRANSACTION.

10. **COMPLIANCE CERTIFICATES.** Any obligation of Seller to obtain a compliance certificate relating to the Property (such as a certification relating to smoke detectors) shall not apply in the event the Property is not in habitable condition, unless otherwise required by law.

11. **TERMITES/WOOD DESTROYING INSECTS.** Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects unless Seller specifically agrees to do so as indicated below.
    a. (☑) Seller **shall not** repair or treat any such damage caused by termites or wood destroying insects.
    b. (☐) Seller agrees to limited repairs and/or treatment of damage caused by termites or other wood destroying insects.

    THE PARTIES AGREE THAT THE COST TO SELLER FOR SUCH REPAIRS AND/OR TREATMENTS SHALL NOT EXCEED $ 0.00. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such termite repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser.

12. **REPAIRS**. Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed $ 0.00 _____. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the deposit paid by Purchaser. PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING.

13. **INDEMNIFICATION**. Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing.

14. **FINANCING**. The type of financing shall be as follows (check either paragraph a, b or c below as applicable):

a. (☐) Purchaser shall apply for Freddie Mac special financing from a participating lender in the form of a first mortgage secured by the Property in the amount of $_____ which amortizes over a period of _____ years at the prevailing interest rate at time of loan application. Under this financing, Purchaser will not be required to obtain mortgage insurance so long as the sale closes on or before the date specified in Section 4 of this Addendum.

b. (☐) Purchaser shall apply for financing from a third party financial institution in the form of a first mortgage secured by the Property in the amount of $_____. Purchaser agrees to accept a prevailing rate of interest at the time of closing. *Also check one of the following as applicable:*

(☐) Conventional, (☐)FHA, (☐)VA,

(☐) Other:_____.

c. (☑) Purchaser shall pay ALL CASH at closing, with no financing involved in this transaction.

15. **APPLICATION FOR FINANCING**. If this sale is being financed, Purchaser shall have five (5) business days from the final execution date of the Contract of Sale to make loan application. The Contract of Sale may be canceled by Seller in the event Purchaser is not "prequalified" by a lender within seven (7) business days from the final execution date of the Contract of Sale.

16. **NOT CONTINGENT UPON PURCHASER'S SALE OF REAL ESTATE**. Notwithstanding any other provision of the Contract of Sale (including, if applicable, any financing contingency), in no event shall this Agreement be contingent upon the ability of the Purchaser to sell or close other real estate owned by Purchaser.

17. **CLOSING COSTS/CONCESSIONS**.

a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.

b. Purchaser shall pay all of a purchaser's customary closing costs (which shall include lender charges, survey and any FHA/VA non-allowables), except for Seller's contribution toward such closing costs. The amount to be contributed by Seller toward closing costs shall not exceed $ 0.00 _____. Seller's contribution may be applied to any or all of the following actual expenses: FHA or VA non-allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-paid expenses, survey, appraisal and home warranty. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 14 of this Addendum.

c. Purchaser may choose the title insurance company for the closing. If Purchaser agrees to use the title insurance company utilized by the Seller's attorney or agent, then Seller agrees to pay for Purchaser's Owner's Title Policy. SELLER WILL NOT BE OBLIGATED TO PAY ANY PORTION OF THE COST OF AN OWNER'S TITLE POLICY IF THE POLICY IS NOT OBTAINED FROM THE TITLE INSURANCE COMPANY UTILIZED BY SELLER'S ATTORNEY OR AGENT.

18. **TRANSFER TAXES/TAX STAMPS**. Seller is exempt from payment of state taxes and tax stamps on deeds, mortgages and notes (12 U.S.C 1452(e)) and if payment of such state taxes or stamps is necessary to record the deed or mortgage, the tax will be paid by Purchaser and will not be considered part of closing costs.

19. **DEFAULT/REMEDIES**. In the event that either party fails or refuses to proceed to settlement for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda), Purchaser and Seller acknowledge and agree that the economic consequences of such action by either party, considered at the time of contract formation, are speculative and uncertain. In such event, Purchaser and Seller agree that the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise be available at law or in equity. Therefore, in the event that Seller fails or refuses to proceed to settlement in violation of the Contract of Sale, Purchaser's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars ($1,000.00). Seller shall promptly tender said sum upon demand from Purchaser. In the event that Purchaser fails or refuses to proceed to settlement in violation of the Contract of Sale, Seller's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars ($1,000.00). Purchaser shall promptly tender said sum upon demand from Seller. Purchaser and Seller each agree to accept the specified liquidated damages as full and complete compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to settlement in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of lis pendens, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement, and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

20. **ASSIGNMENT**. Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of this Agreement.

21. **PURCHASER'S REPRESENTATIONS**. Purchaser represents that:

    i. Purchaser ☐intends ☑does not intend to occupy the Property as Purchaser's primary residence.

    ii. Purchaser ☐is ☑ is not related by blood or marriage to the previous owner of the Property.

    iii. Purchaser ☐is ☑ is not currently an active supplier approved to perform paid services for HomeSteps or a relative of the supplier.

    iv. FREDDIE MAC EMPLOYEES AND THEIR IMMEDIATE HOUSEHOLD MEMBERS, ARE PROHIBITED FROM PURCHASING HOMESTEPS PROPERTIES. Purchaser or a member of Purchaser's immediate household ☐is ☑is not an employee of Freddie Mac. (An immediate household member means a member of the employee's family who currently resides in the employee's home, a non-resident spouse, and a non-resident minor child or dependent for whom the employee has responsibility.)

    v. If Purchaser is a HomeSteps Supplier (as defined in "HomeSteps' Supplier Code of Conduct"), or an employee and/or immediate family member of a HomeSteps Supplier, Purchaser represents that Purchaser has not accessed HomeSteps information including the Property's valuation and/or analysis, provided ancillary services such as "trash-outs" and maintenance (including but not limited to lawn care or repairs to the Property), or participated in the management of the Property at any time during the entire property management and sale process; and Purchaser represents that Purchaser will not engage in any such activities.

PUCHASER ACKNOWLEDGES THAT SELLER WILL RELY ON THE FOREGOING REPRESENTATIONS, AND ANY MISREPRESENTATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

22. **ACCEPTANCE OF DEED.** The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract of Sale. Upon the acceptance of a deed the Contract of Sale shall be deemed to

be merged into the deed and the Seller's obligations to Purchaser shall be governed solely by the terms of the deed and shall be a bar against any action by the Purchaser against the Seller for any claim based upon the Contract of Sale.

23. **REAL ESTATE COMMISSION.** The real estate commission shall be paid to the Listing Broker pursuant to the terms of a separate agreement between Broker and Seller as follows (check either "a" or "b" below):
    a. (☑) The real estate commission due the Listing Broker, subject to any existing referral agreement, shall be 6.00 % of the contract sale price. **OR**
    b. (☐) The real estate commission due the Listing Broker, subject to any existing referral agreement, shall be the minimum flat fee of $.

    The closing agent is authorized and directed to pay Broker's fee from the sale proceeds at closing. No fee shall be paid to Broker unless closing is completed.

24. **HOMEOWNERS ASSOCIATION ASSESSMENTS**. Seller shall not be responsible for any homeowner's association assessments that accrued prior to the date Seller acquired the property.

25. **NOTICES**. Any notices required to be given hereunder shall be deemed delivered when actually received when delivered by hand or overnight delivery. Such notices shall be deemed delivered five days after mailing when mailed by first class mail, postage prepaid. Notices sent by fax or electronic mail shall be deemed delivered when received with confirmation of successful transmission to the appropriate designated fax number or e-mail address during regular business hours (Monday through Friday from 9:00 am to 5:00 p.m. recipient's local time). Fax transmissions and e-mail received outside regular business hours shall be deemed delivered the next business day. All notices to Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker, agent, or attorney. All notices to Purchaser will be deemed sent or delivered to Purchaser when sent or delivered to Purchaser or Purchaser's agent or attorney. All notices or disclosures that may be delivered by Seller may be delivered by Seller's agent or attorney.

26. **KEYS.** Purchaser acknowledges that the Property may be on a master key system to enable access by Seller and its suppliers. Purchaser acknowledges that Seller recommends that Purchaser re-key the Property after closing.

27. **ATTORNEY REVIEW**. Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding this Agreement. Accordingly, the Parties agree that the terms of this Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any party because that party failed to understand the legal effect of the provisions of this Agreement.

28. **SEVERABILITY**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

29. **ALTERNATIVE DISPUTE RESOLUTION.** In the event that the Contract of Sale to which this Addendum is made a part contains a form of alternative dispute resolution other than through resort to legal action, if that form of alternative dispute resolution seeks to impose a binding method of resolution or settlement then Purchaser and Seller agree that such alternative dispute resolution term shall be of no force or effect, and is hereby revoked.

30. **LEGAL FEES**. In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.

31. ADDITIONAL CONDITIONS.

as-is sale. no bcc / buyer is not eligible for 2-yr HOW.

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL

SELLER:

FEDERAL HOME LOAN MORTGAGE CORPORATION

BY: _____

TITLE: _____

DATE: _____

PURCHASER(S):

BY: _____

BY: _____

DATE: _____

HomeSteps

Asset #:	834758
Property Address:	816 SW 64TH TERR
	GAINESVILLE, FL 32607

PROPERTY CONDITION ADDENDUM AND RELEASE

This Property Condition Addendum and Release ("Addendum") is made a part of the contract of purchase and sale ("Contract") dated _____, 20___, between Federal Home Loan Mortgage Corporation ("Seller") and Alachua County ("Buyer") for the property located at: 816 SW 64TH TERR, GAINESVILLE, FL, 32607 ("Property"), and to the extent that any provision of this Addendum conflicts in whole or in part with any provision of the Contract, the provisions of this Addendum shall control.

Buyer acknowledges that Seller, or Seller's agents, contractors or representatives, have provided Buyer the following reports or other documents ("Reports") containing information regarding the condition of the Property:

INITIAL	INSPECTION TYPE	REPORT REQUESTED DATE	DATE COMMUNICATED TO BUYER
	Termite	12/16/10	1/5/11

Buyer acknowledges and agrees that the Reports have been provided for informational purposes to permit Buyer to take such further action as Buyer deems appropriate with respect to inspecting or investigating the condition of the Property. Buyer acknowledges and agrees that Seller, and Seller's agents, contractors or representatives, have not made any representation or warranty concerning: (i) the accuracy of the information contained in the Reports; (ii) the completeness of the information contained in the Reports; or (iii) the qualifications or competence of the persons making the Reports.

Buyer acknowledges that one or more of the Reports may indicate that one or more species of mold or microscopic fungi may be, or may have been, present within the dwelling or other structures or improvements located at the Property. Buyer understands and agrees that mold or microscopic fungi may pose health risks to all persons, and that children, elderly persons, and persons with immune system deficiencies, allergies or respiratory problems, may be particularly susceptible to exposure to mold and microscopic fungi.

Buyer acknowledges that the Property is being purchased in its "AS IS" condition, and that Buyer has taken into account the contents of the Reports in agreeing to the purchase price for the Property, and the other terms and conditions of the transaction.

In the event Buyer was provided with one or more of the Reports after the final execution date of the Addendum #1 To Contract of Sale (Single-Family Real Estate Disposition) ("Addendum #1"), then Buyer shall be entitled to a further inspection and cancellation period as described in paragraph 9 of Addendum #1. Buyer shall have an additional period of ten (10) calendar days from the date of this Addendum to make the inspection, and shall have an additional period of twelve (12) calendar days from the date of this Addendum to cancel the Contract, and for that limited purpose the terms of paragraph 9 of Addendum #1 are incorporated herein by reference as if fully set forth in writing except as amended to conform to the intent of this Addendum. The further inspection and cancellation period shall apply with respect only to the subject matter of the Reports provided to Buyer after the final execution of Addendum #1.

Buyer acknowledges and agrees that the information contained in the Reports shall not be considered in any way to constitute representations by Seller of the condition of the Property or whether the Property is in compliance with any applicable federal, state or local government laws or regulations. Buyer, for him/herself, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees and contractors, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property.

SELLER:
FEDERAL HOME LOAN MORTGAGE CORPORATION

By: _____

Title: _____

Date: _____

BUYER:

By: _____

By: _____

Date: _____

Alachua County, Florida

Alachua County Attorney's Office

Dave Wagner, County Attorney

MEMORANDUM

TO: Rick Drummond, Assistant County Manager

FROM: David W. Wagner, County Attorney D Wagner

DATE: December 30, 2010

SUBJECT: *Legal Issues – Contracts to Purchase Lot in Sugarfoot Oaks Subdivision from Freddie Mac*

The purpose of this memorandum is to identify the legal issues raised by contracts submitted by a real estate agent acting on behalf of the Federal Home Loan Mortgage Corporation (aka Freddie Mac). I reviewed the proposed Gainesville/Alachua County Association of Realtors deposit receipt and purchase and sale contract and the Freddie Mac provided "homestead addendum #1," which supersedes the general terms and conditions of the base contract.

a. The contract proposes that the County buy Lot 12, Sugarfoot Oaks, Unit 3 for a purchase price of $59,900.00. The County's purchasing code (Sec. 22.11(8)) requires that the purchase of real estate valued over $20,000 and up to and including $500,000 be supported by an independent appraisal report prepared by a state-certified general real property appraiser and an opinion of value from the Property Appraiser's Office.

b. The homestead addendum clearly states that the County is buying the property in an as-is condition.

c. The homesteps addendum provides that the County can inspect the property within ten days of signing the contract; the inspection clause further requires the County to notify the seller of defects and, if necessary, cancel the contract within 12 days of signing the contract if the inspections reveal material deficiencies in the condition of the property. Finally, this contract prohibits inspections made by any building or zoning inspector or government employee without prior consent of the seller. At the time of the preparation of this memorandum, it is uncertain whether the realtor will be able to acquire Freddie Mac's approval for our government inspectors to look at the property.

d. The contract contains a clause that requires the County to indemnify and hold harmless Freddie Mac from all claims of any kind whatsoever that may be sustained by or made against Freddie Mac relating to the property or any damage to the property or any adjoining property or any injury to any persons on the property that result from or arise out of inspection made by the County's agents, employees, and contractors. While the County can legally accept this indemnification clause, an indemnification promise in a contract can produce a situation where

the County is liable for damages beyond the state waiver of sovereign immunity for governmental entities.

e. While the contract addendum requires the seller convey insurable title, it clearly provides that the County is aware that Freddie Mac might not actually be the seller of the property. We do know, based on representations from the seller's agent, that Freddie Mac has acquired this property through a foreclosure action initiated by Wells Fargo Bank.
Please attach this memorandum to the agenda item being prepared for the 1/11/11 County Commission meeting.

DWW:eeh

xc: Randall Reid, County Manager
John Johnson, Contracts Administrator
Bob Wigglesworth, County Surveyor, Public Works
Cathy Ernst, Right-of-Way Specialist, Public Works
Minnie Rolark, Assistant Director, Community Support Services
Wade Gillingham, Risk Manager
Darlene Ryan, Agenda Coordinator

GAINESVILLE-ALACHUA COUNTY ASSOCIATION OF REALTORS®, INC

Deposit Receipt and Purchase and Sale Agreement

PARTIES: Federal Home Loan Mortgage Corporation ("SELLER")
and Alachua County, Florida ("BUYER")
hereby agree that SELLER shall sell and BUYER shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Deposit Receipt and Purchase and Sale Agreement and any riders and addenda ("Agreement").

2. **DESCRIPTION:**
A. Legal description of the Property located in Alachua County, Florida:
Sugarfoot Oaks Unit 3 PB K-91 Lot 12, Alachua County, FL.

B. Street address, city, zip of the Property: 807 SW 64 Terrace, Gainesville, FL 32607

C. Personal property includes existing: (CHECK all that apply)

☐	Range	# of		☐	Ceiling Fan	# of	
☐	Oven	# of		☐	Washer	# of	
☐	Dishwasher	# of		☐	Dryer	# of	
☐	Microwave	# of		☐	Window Treatments		
☐	Refrigerator	# of		☐	Light Fixtures		

Other items included are: Any fixtures and appliances in or attached to the improvement as of the date of closing.

D. Items of real and/or personal property affixed (and leased items, if any) excluded are: None

3. **PURCHASE PRICE** ("Purchase Price"): $ 59900
Payable as follows:
A. Deposit held in escrow, ("Deposit"), by _____ (Escrow Agent)
in the amount of: $ _____
B. Additional Deposit to be made to The Florida Default Law Group
Within One (1) days after Effective Date: $ 1000.00
C. Financing in the amount of: $ _____
D. Other: _____ : $ _____
E. Balance payable (Cash at Closing (US cash, wire transfer, certified or cashiers check)) $ 58900

TOTAL PURCHASE PRICE: $ 59900

4. **ADDITIONAL TERMS AND CONDITIONS:**
None other than attached Homesteps Addendum #1.

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5. **RIDERS/ADDENDA**: Additional riders are attached to this Agreement and are made a part hereof: (CHECK those riders, which are applicable)

☐ Comprehensive Addendum	☐ Homeowners Assn. Community Disclosure Form	☐ Condominium Rider
☐ Lead-Based Paint	☐ Insulation Disclosure	☐ AS-IS
☐ FHA/VA	☐ Assumption of Existing Mortgage	☐ Insurance Rider
☐ Short Sale Addendum	☒ Addenda	

6. **CLOSING DATE/TIME OF POSSESSION**: This transaction shall be closed and the deed and other closing papers delivered on February 25, 2011 or such earlier date as may be mutually agreed upon, unless extended by other provisions of this Agreement, ("Closing"). If BUYER is unable to obtain Hazard, Wind, Flood or Homeowner's insurance because insurance underwriting has been suspended, BUYER may delay Closing for up to five (5) days from the scheduled closing date to obtain such coverage. If coverage is still unavailable, either party may elect to terminate this Agreement. BUYER shall use all reasonable efforts to obtain insurance coverage. BUYER shall take possession at the date and time of Closing unless otherwise stipulated in this Agreement or an addendum to this Agreement. If this transaction fails to close for any reason, BUYER will immediately return to SELLER all SELLER-provided documents.

7. **TIME FOR ACCEPTANCE/FACSIMILE/EFFECTIVE DATE**: If this Agreement is not executed by and delivered to all parties hereto, OR FACT OF EXECUTION communicated in writing between the parties, on or before January 14, 2011, the aforesaid Deposit(s) shall, at the option of the BUYER, be returned to BUYER and this offer shall be considered withdrawn. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals. **UNLESS OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE TWO (2) DAYS FROM THE DATE THE COUNTEROFFER IS DELIVERED.** The date of this Agreement ("Effective Date") will be the date when the last one of the BUYER and SELLER has signed or initialed this offer, or the final counteroffer, and this offer, or the final counteroffer, has been delivered to all parties, OR FACT OF EXECUTION has been communicated in writing between the parties.

8. **FINANCING**:
   A. ☒ **Cash**: This is a cash transaction with no contingencies for financing.
   B. ☐ **New Financing**: This Agreement is contingent upon BUYER obtaining approval of a loan, ("Loan Approval") within _____ (_____) days after the Effective Date ("Loan Approval Date") for (Check one only) a or an ☐ fixed; ☐ adjustable; or ☐ fixed-adjustable rate loan, in the principal amount of at least _____ Dollars ($_____), at an initial interest rate not to exceed _____ percent (_____%) and for a term of _____ (_____) years. BUYER will make application within _____ (_____) days after the Effective Date and shall use reasonable diligence to obtain Loan Approval. For purposes of this provision, "reasonable diligence" shall include, but not necessarily be limited to, performing the following in a timely manner: Making application for the loan, paying all application fees and appraisal fees upon request, providing all requested financial information and copies of tax returns, providing verification of deposits and employment, together with copies of pay stubs if requested, and providing such other information as may be reasonably requested by the lender. BUYER further agrees to satisfy all terms and conditions of the Loan Approval, pay all loan-related costs and fees and close on the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. If BUYER has used reasonable diligence and has not obtained Loan Approval, BUYER shall be refunded all Deposits, provided BUYER, by no later than the Loan Approval Date, provides written notice to SELLER that BUYER has not obtained Loan Approval and has elected to terminate this Agreement. If BUYER has not terminated this Agreement by the Loan Approval Date as provided herein, BUYER will be deemed to have received Loan Approval and this contingency shall be waived. This Agreement shall remain subject to the satisfaction, by Closing, of those conditions of Loan Approval related to the Property, including survey and title commitment requirements. BUYER authorizes mortgage broker(s) and lender(s) to disclose to SELLER, real estate licensee(s) and closing agent(s) information regarding status of the loan application and Loan Approval. **WITH REGARD TO THIS PROVISION OF THIS AGREEMENT ONLY, TIME SHALL BE OF THE ESSENCE.**

   C. ☐ **Purchase Money Note and Mortgage to SELLER**: It is understood and agreed by the parties hereto that the BUYER will give and the SELLER will take back a purchase money, (first, second, etc.), mortgage encumbering the Property, securing the repayment of a promissory note payable to the SELLER, in the amount of _____ Dollars ($_____), bearing interest at the rate of _____ percent (_____%) per annum, for a term of _____ (_____) years, said mortgage to be amortized by monthly payments of principal and interest in the approximate amount of

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_____ Dollars ($_____), with the first such payment becoming due and payable thirty (30) days after Closing, and with subsequent payments due on the same day of each month thereafter until all sums due under the promissory note have been paid in full. All such payments shall be credited first to accrued interest and the balance to principal.

The purchase money note and mortgage shall provide for a thirty (30) day grace period in the event of default if it is a first mortgage and a fifteen (15) day grace period if it is a second mortgage, shall provide for right of prepayment in whole or in part without penalty, and shall be otherwise in form and content in accordance with covenants established by the Eighth Judicial Circuit Bar Association. Said note and mortgage shall provide that in the event any installment is more than fifteen (15) days delinquent, the holder may assess a late charge of five percent (5%) of the late installment payment, or ten dollars ($10.00) whichever is greater, which late payment shall be due with the late installment payment, and in any event, shall be due no later than the due date of the next installment payment. Failure to pay the late charge when due shall constitute a default under the promissory note and mortgage. Said mortgage shall require all prior liens and encumbrances to be kept in good standing and shall forbid modifications of or future advances under prior mortgage(s).

The purchase money mortgage and note: (CHECK one)

☐ shall be fully assumable

☐ shall not be assumable, directly or indirectly, and shall include a standard "due on sale" clause prohibiting sale or transfer other than by descent and distribution in case of death, or for a lease of three years or less and which does not contain an option to purchase

☐ shall be assumable on these conditions: _____

BUYER authorizes SELLER to obtain credit, employment and other necessary information to determine, in the sole discretion of the SELLER, the creditworthiness of the BUYER for the financing being offered by the SELLER. Within _____ (_____) days from the Effective Date, SELLER will give BUYER written notice if SELLER is unwilling to take back purchase money financing, in which event this Agreement shall terminate, with all Deposits being refunded to BUYER and both parties thereafter being relieved of further obligations hereunder.

9. **EVIDENCE OF TITLE**: SELLER, at SELLER's expense, shall provide an American Land Title Association, ("ALTA"), Owner's Title Insurance Commitment, ("Title Commitment"), and title insurance policy in the amount of the Purchase Price. If BUYER is required to furnish a mortgagee title insurance policy, SELLER agrees that SELLER's title agent will offer BUYER the option of obtaining a simultaneous issue mortgagee policy through the SELLER's title agent at BUYER's expense.

Title evidence to be furnished within: (CHECK one)

☐ _____ (_____) days from the Effective Date of this Agreement or

☒ Ten (10) days prior to Closing

10. **EXAMINATION OF TITLE**: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue to BUYER, upon recording of the deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring BUYER's marketable title to the real property, subject only to the matters contained in Paragraph 16 and those to be discharged by SELLER at or before Closing. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. BUYER shall have five (5) days from date of receiving the Title Commitment to examine it, and if title is found defective, notify SELLER in writing specifying the defect(s), which renders title unmarketable. SELLER shall have Forty-five (45) days from receipt of notice to remove the defect(s), (the "Cure Period"), failing which BUYER shall, within five (5) days after expiration of said Cure Period, deliver written notice to SELLER either: (A) extending the Cure Period; (B) waiving the defect(s); or (C) requesting a refund of the Deposit(s) paid which shall be returned to BUYER, thereby releasing BUYER and SELLER from all further obligations under this Agreement. If BUYER fails to so notify SELLER, BUYER shall be deemed to have accepted the title in its existing condition. SELLER shall use diligent efforts to correct defect(s) within the Cure Period. Reasonable diligence will not include the requirement of SELLER to bring an action at law or equity to cure said defect(s). Upon the defect(s) being cured and notice of that fact being delivered to BUYER or BUYER's agent, this transaction shall then be closed within ten (10) days of the delivery of the notice. If SELLER delivers the Title Commitment to BUYER less than five (5) days prior to Closing, BUYER may extend Closing so that BUYER shall have up to five (5) days from date of receipt to examine same in accordance with this provision.

11. **EXPENSES**:

A. **SELLER shall pay for the following expenses**:

1. Real estate sale commissions
2. State documentary stamps to be affixed to deed
3. Preparation of instruments required of SELLER
4. Owner's title insurance and related fees
5. SELLER's attorney fee
6. Delete 11.A.2, Documentary stamps on deed.
7. _____

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BUYER shall pay for the following expenses:

1. Recording fee to record deed
2. All expenses relative to all notes and mortgages, or a contract for deed, including preparation, recording, documentary stamps, intangible tax & mortgagee title insurance
3. Transfer fees of existing mortgage(s) if any
4. Survey, if any
5. Fees related to obtaining estoppels certificate
6. Wood Destroying Organism Inspection
7. BUYER's attorney fee
8. Home inspection, if any
9. Documentary stamps on Deed.
10. _____

B. **HOME WARRANTY**: ☐ SELLER ☐ BUYER ☐ N/A will pay for a home warranty plan issued by _____, at a cost not to exceed $_____.

12. **INSPECTION PERIOD**: For purposes of this Agreement, "Inspection Period" shall be Ten (10) days from the Effective Date of this Agreement.

13. **SELLER's WARRANTIES / INSPECTION / REPAIR**: Except as otherwise disclosed herein by SELLER, SELLER warrants that:
    A. The ceiling, roof, (including the fascia and soffits), and exterior and interior walls and foundation of the Property do not have any visible evidence of leaks, water damage or structural damage. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects SELLER must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage, but missing tiles will be SELLER's responsibility to replace or repair. If repairs or replacements are required to comply with the foregoing warranty 13(A), SELLER shall pay up to an amount not to exceed zero Dollars ($0.00).

SELLER further warrants that:

    B. The septic tank, pool, all major appliances, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. If repairs or replacements are required to comply with the foregoing warranty 13B, SELLER shall pay up to an amount not to exceed zero Dollars ($0.00). All repairs shall be made by an appropriately licensed person(s) or firm(s), or mutually acceptable person(s). SELLER makes no warranties as to conformity with current applicable building code requirements.

BUYER may inspect or, at BUYER's expense, have a firm(s) or individual(s) specializing in inspections and holding an occupational license for such purpose, (if required), or an appropriately licensed Florida contractor make inspections of those items within the Inspection Period. BUYER shall report in writing to SELLER, within the Inspection Period, such items that do not meet the above standards as to defects. Unless BUYER timely reports such defect(s), BUYER shall be deemed to have waived SELLER's warranties as to defect(s) not reported. SELLER is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect SELLER is responsible to repair or replace. If the cost for such repairs or replacements exceeds the amounts provided under 13(A) or 13(B), SELLER shall have three (3) days from the date of notice from BUYER to agree to pay any excess costs for such repairs. If SELLER notifies BUYER, in writing, within the three (3) day period that SELLER refuses to pay any excess costs for such repairs, BUYER shall then have one (1) day from receipt of such notice, in writing, either to agree to complete the purchase or elect to terminate this Agreement in which event the BUYER's Deposit(s) shall be returned to BUYER. Nothing contained in this paragraph shall release SELLER from SELLER's obligation to make required repairs as set forth herein up to the amount specified in this paragraph 13. SELLER shall, upon reasonable notice, provide utilities service and access to the Property for inspections; including a walk-through prior to Closing to confirm that all items of personal property are on the real property and, subject to the foregoing, that all required repairs and replacements have been made, and Property has been maintained as required by Standard D of this Agreement.

For purposes of this Agreement: "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: Pitted marcite or other pool finishes; missing or torn screens; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in the ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks. Fogged windows shall not be considered a "cosmetic condition."

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

14. ☒ **ADDITIONAL/EXPANDED INSPECTIONS**: (CHECK if applicable) In addition to and together with the inspection(s) allowed under Paragraph 13, BUYER may also conduct such additional inspections and tests of the Property as the BUYER shall deem necessary including, but not limited to, emergency studies, soil tests, additional structural inspections, review of permitting, zoning and land use requirements and environmental and radon tests. Such tests shall be completed during the Inspection Period and shall be conducted by the BUYER or a firm(s) or individual(s) specializing in such inspections and holding an occupational license for such purpose, (if required), or by an appropriately licensed Florida contractor. If BUYER determines that any other bonafide condition or defect of the Property, as disclosed by the Paragraph 13 inspections, additional inspections or other tests are unacceptable to BUYER, then BUYER shall report to SELLER, in writing, such condition(s) or defect(s) within the "Inspection Period". SELLER shall have three (3) days from the date of notice to agree to remedy such condition(s) or defect(s). If SELLER

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notifies BUYER, in writing, within the three (3) day period that SELLER refuses to remedy such condition(s) or defect(s), BUYER shall then have one (1) day from receipt of such notice to, in writing, either agree to complete the purchase without the condition(s) or defect(s) being remedied by the SELLER or to terminate this Agreement, in which event the BUYER's Deposit(s) shall be returned to BUYER and this Agreement shall be terminated. All repairs shall be made by appropriately licensed person(s) or firm(s) or mutually acceptable person(s).

For purposes of this provision, the term "bonafide condition or defect" shall be defined to mean conditions or defects that would cumulatively cost in excess of $500.00 to remedy.

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

15. **WOOD DESTROYING ORGANISMS**: BUYER, at BUYER's expense, may have the Property inspected by a Florida Certified Pest Control Operator, ("Operator"), within the Inspection Period, to determine if there is any visible active Wood Destroying Organisms infestation, or visible damage from Wood Destroying Organisms infestation, excluding fences and none other. If either or both are found, BUYER will, within the Inspection Period: A) Provide to SELLER a copy of the Wood Destroying Organism inspection report, (the "WDO Report"); B) Have cost of treatment of active infestation estimated by the Operator; C) Have all damage inspected and cost of repairs estimated by an appropriately licensed contractor or mutually acceptable person, and D) Report such cost(s) to SELLER in writing.

If active infestation or damage is found to be present, the SELLER shall bear the total cost of remedying such active infestation and repair of damage, except as otherwise herein provided, except BUYER shall be responsible for damage caused by wood-destroying organisms where the cost of repair is less than One Hundred Dollars ($100.00). Should the cost of such treatment and repair exceed zero Dollars ($ 0.00), the SELLER may elect to terminate this Agreement by giving written notice to the BUYER within three (3) days from BUYER's notice and all rights and liabilities of all parties shall thereafter terminate and all Deposits shall be returned to BUYER, unless the BUYER elects to proceed with the transaction, taking the above amount as a credit at Closing. The repairs and treatment shall be made by appropriately licensed person(s) or firm(s), or other mutually acceptable person(s). "Wood Destroying Organisms" shall be deemed to include all Wood Destroying Organisms required to be reported under the Florida Pest Control Act, as amended.

If BUYER's lender requires an updated WDO Report, then BUYER shall, at BUYER's expense, have the opportunity to have the Property re-inspected for Wood Destroying Organisms infestation and have the cost of active infestation or new damage estimated and reported to SELLER in writing at least ten (10) days prior to Closing. Thereafter, SELLER shall cause such treatment and repair to be made and pay the cost thereof; provided SELLER's total obligation for treatment and repair cost(s) required under both the first and second inspection shall not exceed the amount provided in this paragraph 15.

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

16. **RESTRICTIONS, EASEMENTS AND LIMITATIONS**: BUYER shall take title subject to: the standard exceptions contained in an ALTA title insurance policy, comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, outstanding oil, gas and mineral rights of record without right of entry, public utility easements of record, taxes for the year of closing and subsequent years, assumed mortgage(s) and purchase money mortgages, if any, other: All of record. provided, however, that there exists at Closing no violation of the foregoing and that the foregoing do not affect the marketability of title, and they do not prevent the use of the Property for approved by Alachua County purpose(s).

17. **UTILITIES**: SELLER represents that Property is served by: (CHECK if applicable)

☒ Central Water System	☒ Central Wastewater System	☐ None of the Foregoing
☐ Well	☐ Septic Tank	

18. **CONVEYANCE**: SELLER shall convey title to the Property by statutory warranty, trustee, personal representative or guardian deed, as appropriate to the status of SELLER, free and clear of all encumbrances and liens of whatsoever nature, except taxes for the current year, and except as herein otherwise provided. SELLER shall also deliver to BUYER a lien and possession affidavit at Closing, sufficient to remove lien and possession exceptions from the title insurance policy. If SELLER is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, ("FIRPTA"), the parties shall comply with FIRPTA. The parties shall comply with the provisions of FIRPTA and applicable regulations which could require SELLER to provide additional cash at Closing to meet withholding requirements, and a FIRPTA Rider or equivalent may be attached to this Agreement. Conveyance of title shall be to: Alachua County, Florida

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19. **FLOOD ZONE REPRESENTATION**: Some flood zones designate that the Property may be subject to more than a minimal risk of flooding. If BUYER produces evidence not less than five (5) days prior to Closing that the improvements, (or the effective buildable area of unimproved Property), is in a flood zone which carries a greater risk of flooding than as defined by Flood Zone "C", the BUYER shall have the option to declare this Agreement terminated and shall thereupon be entitled to a refund of all deposits. Should BUYER close on the Property without obtaining evidence of flood zone status, BUYER shall be deemed to have waived all objections as to the flood zone status of the Property. BUYER should not rely on flood zone status as determined by a pre-existing survey.

20. **SPECIAL ASSESSMENTS**:
    A. **Public Bodies**: Property is: (CHECK one) ☒ not subject to ☐ subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: (CHECK one) ☐ SELLER ☐ BUYER ☐ Other (see addendum)
    Unless as otherwise set forth herein, certified special assessment liens imposed by public bodies in existence as of Closing are to be paid by SELLER. Pending or proposed special assessments liens as of Closing shall be assumed by BUYER. If the improvement has been substantially completed as of the Effective Date, any pending or proposed special assessment lien shall be considered certified and SELLER shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body. A certified special assessment lien is one that has been formally adopted by ordinance or otherwise by the governmental authority creating the special assessment that creates a lien therefore.

    B. **Homeowner/Condominium Association**: Property is: (CHECK one) ☒ not subject to ☐ subject to a special assessment lien imposed by a Homeowner/Condominium Association, payable in installments which continue beyond Closing and if so, specify who shall pay amounts due after Closing: (CHECK one) ☐ SELLER ☐ BUYER ☐ Other (see addendum)

21. **DISCLOSURES**:
    A. **BUYERS**: (CHECK one) ☐ **acknowledges** ☒ **does not acknowledge receipt of brokerage relationship disclosure**
    BUYER's INITIALS: _____
    B. **Closing Costs**: Upon closing of the Property, SELLER and/or BUYER may be required to pay closing costs such as, but not limited to: Document preparation fees, attorney's fees, title insurance, taxes, escrow fees, documentary stamp and intangible taxes, recording fees, discount points, survey charges, wood destroying organism inspection fees, mortgage transfer fees and other such costs assumed by the SELLER and/or BUYER.
    C. **Property Tax Disclosure Summary**: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
    D. **Condominium Disclosure**: If BUYER will be obligated to be a member of a Condominium Association, BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE CONDOMINIUM ASSOCIATION RIDER.
    E. **Homeowner's Association/Community Disclosure**: If BUYER will be obligated to be a member of a homeowner association, BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS ASSOCIATION/COMMUNITY DISCLOSURE.
    F. **Energy Efficiency Rating System**: BUYER acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996 F.S.
    G. **Lead-Based Paint**: If the Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
    H. **Mold**: Mold is naturally occurring and may cause health risks or damage to property. If BUYER is concerned or desires additional information regarding mold, BUYER should contact an appropriate professional.
    I. **Radon Gas**: Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health Unit.

22. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS**: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Agreement in conflict with them.

23. **ASSIGNABILITY**: BUYER (CHECK one)
    ☐ May assign this Agreement and thereby be released from any further liability under this Agreement.
    ☐ May assign this Agreement but not be released from liability under this Agreement.
    ☒ May not assign this Agreement.

24. **STANDARDS FOR REAL ESTATE TRANSACTIONS**:
    A. **SURVEY**: BUYER, at BUYER's expense, may have the Property surveyed by a registered Florida surveyor and the survey certified and delivered to BUYER not less than five (5) days prior to Closing. If the survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, contract covenants or applicable governmental regulations, the same shall constitute title defects to be corrected

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by SELLER as required under Paragraph 10 of this Agreement. BUYER shall notify SELLER in writing specifying the defects reflected by the survey and shall simultaneously deliver a copy of the survey to the SELLER. SELLER shall undertake the required steps to cure such defects within the Cure Period as defined in Paragraph 10 hereof. SELLER agrees to provide BUYER with copies of existing surveys SELLER has, if any, within five (5) days from the Effective Date. If any part of the Property lies seaward of the coastal control line, SELLER will provide BUYER with an affidavit or survey as required by law delineating the line's location on the property, unless BUYER waives this requirement in writing.

B. **PRORATIONS**: All taxes for the current year, rents, insurance premiums, association assessments and interest on existing mortgages to be assumed (if any) shall be prorated as of Closing with BUYER paying for the day of Closing. If part of the Purchase Price is to be evidenced by the assumption of a mortgage requiring deposit of funds in escrow for payment of taxes, insurance or other charges, BUYER agrees to reimburse SELLER for escrowed funds assigned to BUYER at Closing. All mortgage payments shall be current at the time of Closing. If Closing occurs at a date when the current year's millage is not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment using the prior year's millage rate. A tax proration based on an estimate shall, at the request of either party, be readjusted upon receipt of the tax bill. This provision shall survive Closing.

C. **WARRANTIES**: SELLER warrants that there are no facts or defects known to SELLER materially affecting the value of the Property which are not readily observable by BUYER or which have not been disclosed to BUYER in writing.

D. **MAINTENANCE**: Between the Effective Date of this Agreement and Closing, SELLER shall maintain the Property in the condition existing as of the Effective Date, reasonable wear and tear excepted, and shall maintain the lawn and shrubbery in substantially the same condition that existed on the Effective Date. The Property will be swept clean and SELLER's personal items removed before Closing.

E. **DESTRUCTION OF PREMISES**: If any improvements located on the Property at the time of execution of this Agreement are damaged by fire or other casualty prior to Closing and can be substantially restored to the same condition that existed on the Effective Date of this Agreement, within a period not to exceed 45 days after the anticipated Closing, SELLER shall so restore the improvements and the closing date shall be extended accordingly. If such restoration cannot be completed within said period of time, this Agreement, at the option of the BUYER, shall terminate and the Deposit(s) shall be returned to BUYER. All risk of loss prior to Closing shall be borne by SELLER.

F. **ESCROW**: Any escrow agent, ("Agent"), receiving funds or equivalent is authorized and agrees by acceptance of them, to deposit them promptly, hold same in escrow and subject to clearance, disburse them in accordance with the terms and conditions of this Agreement. At SELLER's option, failure of clearance of funds shall be considered a default. If in doubt as to the Agent's duties or liabilities under the provisions of this Agreement, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties; or Agent may deposit said escrowed funds with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability of the Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S. (1987), as amended. Any suit between BUYER and SELLER where Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, with the fees and costs to be charged and assessed as court costs in favor of the prevailing party. The parties agree that the Agent shall not be liable to any party or person for misdelivery to BUYER or SELLER of items subject to this escrow, unless such misdelivery is due to willful breach of this Agreement or the gross negligence of Agent.

G. **DISBURSEMENT OF CLOSING PROCEEDS**: Disbursement of closing proceeds shall be made as soon after Closing as final title certification and examination have been made, but which shall be no later than five (5) business days after Closing.

H. **FAILURE OF PERFORMANCE**: If BUYER fails to perform this Agreement within the time specified, (including payment of all Deposits hereunder), the Deposit(s) paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims whereupon BUYER and SELLER shall be relieved of all obligations under this Agreement; or SELLER, at SELLER's option, may proceed in equity to enforce SELLER's rights under this Agreement. If, for any reason other than failure of SELLER to make SELLER's title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Agreement, BUYER may seek specific performance or elect to receive the return of BUYER's Deposit(s) without thereby waiving any action for damages resulting from SELLER's breach.

I. **OTHER AGREEMENTS**: No prior or present agreements or representations shall be binding upon BUYER or SELLER unless included in this Agreement. No modification to or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

J. **NOTICES AND RECORDINGS**: This Agreement shall bind and run to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Agreement and any

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signatures thereon shall be considered for all purposes as an original. Neither this Agreement nor any notice of it shall be recorded in any public records.

K. **ATTORNEY'S FEES/COSTS**: In any litigation arising out of this Agreement, the prevailing party in such litigation, which, for purposes of this Standard, shall include SELLER, BUYER and any real estate brokers acting in agency or non-agency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses, including reasonable attorney's fees, costs and expenses incurred in any appeal.

L. **LEGAL ACCESS**: SELLER warrants and represents that there is insurable legal access to the Property sufficient for the intended use as described herein.

M. **TIME**: Time periods herein of less than six (6) days shall, in the computation, exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. Failure of any party to perform any covenant of this Agreement within the time limits set forth for performance of such covenant shall not be considered a material breach excusing performance unless such failure results in a material loss to the aggrieved party.

N. **LEASES**: If the Property or any portion thereof is leased, SELLER shall, within the Inspection Period, furnish to BUYER copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, the rental rates and advanced rent and security deposits paid by a tenant. If SELLER is unable to obtain such letter from each tenant, the same information shall be furnished by SELLER to BUYER in writing within that time period in the form of a seller's affidavit and BUYER may thereafter contact tenants to confirm such information. If the terms of the lease(s) differ materially from SELLER's representations, BUYER may terminate this Agreement by delivering written notice to SELLER within three (3) days of receipt of the leases, estoppel letter(s) and information. SELLER shall, at Closing, deliver and assign all original leases to BUYER.

O. **IMPACT FEES**: BUYER acknowledges that BUYER shall be responsible for all water and wastewater flow base, connection charges and impact fees, if any, associated with BUYER placing any improvements on the Property.

P. **EXCHANGE**: If either SELLER or BUYER wish to enter into a like-kind exchange, (either simultaneous with Closing or deferred), with respect to the Property under Section 1031 of the Internal Revenue Code, ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents, provided; (1) the cooperating party shall incur no liability or expense related to the Exchange, and (2) the Closing shall not be contingent upon nor extended or delayed by such Exchange.

Q. **CONTINUING OBLIGATION FOR CLOSING COSTS**: BUYER and SELLER agree that they shall be responsible for payment of, or reimbursement of any and all costs incurred by or on behalf of said party in connection with the Closing, whether or not Closing occurs. Such costs may include, but are not limited to: Inspection fees, title search fees, any and all loan-related costs including survey and appraisal fees. Failure of a party to pay for or to reimburse any such costs shall constitute a default under this Agreement, entitling the other party and/or the agent acting on behalf of the defaulting party to seek recovery of such costs together with all costs incurred in such actions, including reasonable attorney's fee. This provision shall survive a termination of this Agreement.

THIS IS A LEGALLY BINDING AGREEMENT AND SHALL NOT BE RECORDED UNLESS OTHERWISE AGREED TO BETWEEN THE PARTIES. IF NOT FULLY UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE. DO NOT SIGN UNTIL ALL BLANKS ARE COMPLETED. YOUR REALTOR® RECOMMENDS THAT YOU OBTAIN TITLE INSURANCE OR A TITLE OPINION FROM YOUR ATTORNEY.

Counter Offer/Rejection:

☐ **SELLER has countered BUYER's offer on the attached Counter Offer form, which is by reference incorporated in and made a part of this agreement. This agreement, as modified by the attached Counter Offer form, represents the counter offer being made by the Seller.**

☐ SELLER has countered BUYER's offer as indicated above.

☐ SELLER hereby rejects BUYER's offer.

SELLER'S INITIALS: _____

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BUYER _____ Date _____ SELLER _____ Date _____

BUYER _____ Date _____ SELLER _____ Date _____

BUYER _____ Date _____ SELLER _____ Date _____

Deposit(s) under Paragraph 3(A) received: (Checks are subject to clearance) _____
Escrow Agent

Address of Escrow Agent: _____
Address City State Zip

Escrow Agent Phone: _____

By: _____, as authorized agent of Escrow Agent

Additional Deposit(s) under Paragraph 3(B) received: (Checks are subject to clearance) _____
Escrow Agent

Address of ADDITIONAL Escrow Agent: _____
Address City State Zip

Escrow Agent Phone: _____

By: _____, as authorized agent of Escrow Agent

SELLER: (CHECK one) ☐ **acknowledges** ☐ **does not acknowledge receipt of brokerage relationship disclosure**
SELLER's INITIALS: _____

REAL ESTATE BROKERS: The brokers named below are the listing and cooperating brokers in connection with this Agreement:

Prudential Trend Realty
Listing Broker/Firm Name (print) _____ Cooperating Broker/Firm Name, if any (print) _____

Donald Myers
Listing Salesperson (print) _____ Selling Salesperson, if any (print) _____

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GAINESVILLE-ALACHUA COUNTY ASSOCIATION OF REALTORS®, INC

Deposit Receipt and Purchase and Sale Agreement

PARTIES: Federal Home Loan Mortgage Corporation ("SELLER")
and Alachua County, Florida ("BUYER")
hereby agree that SELLER shall sell and BUYER shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Deposit Receipt and Purchase and Sale Agreement and any riders and addenda ("Agreement").

2. **DESCRIPTION**:

A. Legal description of the Property located in Alachua County, Florida:
Sugarfoot Oaks Unit 3 PB K-91 Lot 10, Alachua County, FL.

B. Street address, city, zip of the Property: 816 SW 64 Terrace, Gainesville, FL 32607

C. Personal property includes existing: (CHECK all that apply)

☐	Range	# of		☐	Ceiling Fan	# of	
☐	Oven	# of		☐	Washer	# of	
☐	Dishwasher	# of		☐	Dryer	# of	
☐	Microwave	# of		☐	Window Treatments		
☐	Refrigerator	# of		☐	Light Fixtures		

Other items included are: Any fixtures and appliances in or attached to the improvement as of the date of closing.

D. Items of real and/or personal property affixed (and leased items, if any) excluded are: None

3. **PURCHASE PRICE** ("Purchase Price"): $ 59900
Payable as follows:

A. Deposit held in escrow, ("Deposit"), by _____ (Escrow Agent)
in the amount of: $ _____

B. Additional Deposit to be made to The Florida Default Law Group
Within One (1) days after Effective Date: $ 1000.00

C. Financing in the amount of: $ _____

D. Other: _____: $ _____

E. Balance payable (Cash at Closing (US cash, wire transfer, certified or cashiers check)) $ 58900

TOTAL PURCHASE PRICE: $ 59900

4. **ADDITIONAL TERMS AND CONDITIONS**:
None other than attached Homesteps Addendum #1.

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5. **RIDERS/ADDENDA**: Additional riders are attached to this Agreement and are made a part hereof: (CHECK those riders, which are applicable)

☐ Comprehensive Addendum	☐ Homeowners Assn. Community Disclosure Form	☐ Condominium Rider
☐ Lead-Based Paint	☐ Insulation Disclosure	☐ AS-IS
☐ FHA/VA	☐ Assumption of Existing Mortgage	☐ Insurance Rider
☐ Short Sale Addendum	☒ Addenda	

6. **CLOSING DATE/TIME OF POSSESSION**: This transaction shall be closed and the deed and other closing papers delivered on February 25, 2011 or such earlier date as may be mutually agreed upon, unless extended by other provisions of this Agreement, ("Closing"). If BUYER is unable to obtain Hazard, Wind, Flood or Homeowner's insurance because insurance underwriting has been suspended, BUYER may delay Closing for up to five (5) days from the scheduled closing date to obtain such coverage. If coverage is still unavailable, either party may elect to terminate this Agreement. BUYER shall use all reasonable efforts to obtain insurance coverage. BUYER shall take possession at the date and time of Closing unless otherwise stipulated in this Agreement or an addendum to this Agreement. If this transaction fails to close for any reason, BUYER will immediately return to SELLER all SELLER-provided documents.

7. **TIME FOR ACCEPTANCE/FACSIMILE/EFFECTIVE DATE**: If this Agreement is not executed by and delivered to all parties hereto, OR FACT OF EXECUTION communicated in writing between the parties, on or before January 14, 2011, the aforesaid Deposit(s) shall, at the option of the BUYER, be returned to BUYER and this offer shall be considered withdrawn. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals. **UNLESS OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE TWO (2) DAYS FROM THE DATE THE COUNTEROFFER IS DELIVERED.** The date of this Agreement ("Effective Date") will be the date when the last one of the BUYER and SELLER has signed or initialed this offer, or the final counteroffer, and this offer, or the final counteroffer, has been delivered to all parties, OR FACT OF EXECUTION has been communicated in writing between the parties.

8. **FINANCING**:

A. ☒ **Cash**: This is a cash transaction with no contingencies for financing.

B. ☐ **New Financing**: This Agreement is contingent upon BUYER obtaining approval of a loan, ("Loan Approval") within _____ (_____) days after the Effective Date ("Loan Approval Date") for (Check one only) a or an ☐ fixed; ☐ adjustable; or ☐ fixed-adjustable rate loan, in the principal amount of at least _____ Dollars ($_____), at an initial interest rate not to exceed _____ percent (_____%) and for a term of _____ (_____) years. BUYER will make application within _____ (_____) days after the Effective Date and shall use reasonable diligence to obtain Loan Approval. For purposes of this provision, "reasonable diligence" shall include, but not necessarily be limited to, performing the following in a timely manner: Making application for the loan, paying all application fees and appraisal fees upon request, providing all requested financial information and copies of tax returns, providing verification of deposits and employment, together with copies of pay stubs if requested, and providing such other information as may be reasonably requested by the lender. BUYER further agrees to satisfy all terms and conditions of the Loan Approval, pay all loan-related costs and fees and close on the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. If BUYER has used reasonable diligence and has not obtained Loan Approval, BUYER shall be refunded all Deposits, provided BUYER, by no later than the Loan Approval Date, provides written notice to SELLER that BUYER has not obtained Loan Approval and has elected to terminate this Agreement. If BUYER has not terminated this Agreement by the Loan Approval Date as provided herein, BUYER will be deemed to have received Loan Approval and this contingency shall be waived. This Agreement shall remain subject to the satisfaction, by Closing, of those conditions of Loan Approval related to the Property, including survey and title commitment requirements. BUYER authorizes mortgage broker(s) and lender(s) to disclose to SELLER, real estate licensee(s) and closing agent(s) information regarding status of the loan application and Loan Approval. **WITH REGARD TO THIS PROVISION OF THIS AGREEMENT ONLY, TIME SHALL BE OF THE ESSENCE.**

C. ☐ **Purchase Money Note and Mortgage to SELLER**: It is understood and agreed by the parties hereto that the BUYER will give and the SELLER will take back a purchase money, (first, second, etc.), mortgage encumbering the Property, securing the repayment of a promissory note payable to the SELLER, in the amount of _____ Dollars ($_____), bearing interest at the rate of _____ percent (_____%) per annum, for a term of _____ (_____) years, said mortgage to be amortized by monthly payments of principal and interest in the approximate amount of

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_____ Dollars ($_____), with the first such payment becoming due and payable thirty (30) days after Closing, and with subsequent payments due on the same day of each month thereafter until all sums due under the promissory note have been paid in full. All such payments shall be credited first to accrued interest and the balance to principal.

The purchase money note and mortgage shall provide for a thirty (30) day grace period in the event of default if it is a first mortgage and a fifteen (15) day grace period if it is a second mortgage, shall provide for right of prepayment in whole or in part without penalty, and shall be otherwise in form and content in accordance with covenants established by the Eighth Judicial Circuit Bar Association. Said note and mortgage shall provide that in the event any installment is more than fifteen (15) days delinquent, the holder may assess a late charge of five percent (5%) of the late installment payment, or ten dollars ($10.00) whichever is greater, which late payment shall be due with the late installment payment, and in any event, shall be due no later than the due date of the next installment payment. Failure to pay the late charge when due shall constitute a default under the promissory note and mortgage. Said mortgage shall require all prior liens and encumbrances to be kept in good standing and shall forbid modifications of or future advances under prior mortgage(s).

The purchase money mortgage and note: (CHECK one)

☐ shall be fully assumable

☐ shall not be assumable, directly or indirectly, and shall include a standard "due on sale" clause prohibiting sale or transfer other than by descent and distribution in case of death, or for a lease of three years or less and which does not contain an option to purchase

☐ shall be assumable on these conditions: _____

BUYER authorizes SELLER to obtain credit, employment and other necessary information to determine, in the sole discretion of the SELLER, the creditworthiness of the BUYER for the financing being offered by the SELLER. Within _____ (_____) days from the Effective Date, SELLER will give BUYER written notice if SELLER is unwilling to take back purchase money financing, in which event this Agreement shall terminate, with all Deposits being refunded to BUYER and both parties thereafter being relieved of further obligations hereunder.

9. **EVIDENCE OF TITLE**: SELLER, at SELLER's expense, shall provide an American Land Title Association, ("ALTA"), Owner's Title Insurance Commitment, ("Title Commitment"), and title insurance policy in the amount of the Purchase Price. If BUYER is required to furnish a mortgagee title insurance policy, SELLER agrees that SELLER's title agent will offer BUYER the option of obtaining a simultaneous issue mortgagee policy through the SELLER's title agent at BUYER's expense.

Title evidence to be furnished within: (CHECK one)

☐ _____ (_____) days from the Effective Date of this Agreement or

☒ Ten (10) days prior to Closing

10. **EXAMINATION OF TITLE**: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue to BUYER, upon recording of the deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring BUYER's marketable title to the real property, subject only to the matters contained in Paragraph 16 and those to be discharged by SELLER at or before Closing. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. BUYER shall have five (5) days from date of receiving the Title Commitment to examine it, and if title is found defective, notify SELLER in writing specifying the defect(s), which renders title unmarketable. SELLER shall have Forty-five (45) days from receipt of notice to remove the defect(s), (the "Cure Period"), failing which BUYER shall, within five (5) days after expiration of said Cure Period, deliver written notice to SELLER either: (A) extending the Cure Period; (B) waiving the defect(s); or (C) requesting a refund of the Deposit(s) paid which shall be returned to BUYER, thereby releasing BUYER and SELLER from all further obligations under this Agreement. If BUYER fails to so notify SELLER, BUYER shall be deemed to have accepted the title in its existing condition. SELLER shall use diligent efforts to correct defect(s) within the Cure Period. Reasonable diligence will not include the requirement of SELLER to bring an action at law or equity to cure said defect(s). Upon the defect(s) being cured and notice of that fact being delivered to BUYER or BUYER's agent, this transaction shall then be closed within ten (10) days of the delivery of the notice. If SELLER delivers the Title Commitment to BUYER less than five (5) days prior to Closing, BUYER may extend Closing so that BUYER shall have up to five (5) days from date of receipt to examine same in accordance with this provision.

11. **EXPENSES**:

A. **SELLER shall pay for the following expenses**:

1. Real estate sale commissions
2. State documentary stamps to be affixed to deed
3. Preparation of instruments required of SELLER
4. Owner's title insurance and related fees
5. SELLER's attorney fee
6. Delete 11.A.2, Documentary stamps on deed.
7. _____

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BUYER shall pay for the following expenses:

1. Recording fee to record deed
2. All expenses relative to all notes and mortgages, or a contract for deed, including preparation, recording, documentary stamps, intangible tax & mortgagee title insurance
3. Transfer fees of existing mortgage(s) if any
4. Survey, if any
5. Fees related to obtaining estoppels certificate
6. Wood Destroying Organism Inspection
7. BUYER's attorney fee
8. Home inspection, if any
9. Documentary stamps on Deed.
10. _____

B. **HOME WARRANTY:** ☐ SELLER ☐ BUYER ☐ N/A will pay for a home warranty plan issued by _____, at a cost not to exceed $_____.

12. **INSPECTION PERIOD**: For purposes of this Agreement, "Inspection Period" shall be Ten (10) days from the Effective Date of this Agreement.

13. **SELLER's WARRANTIES / INSPECTION / REPAIR**: Except as otherwise disclosed herein by SELLER, SELLER warrants that:
A. The ceiling, roof, (including the fascia and soffits), and exterior and interior walls and foundation of the Property do not have any visible evidence of leaks, water damage or structural damage. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects SELLER must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage, but missing tiles will be SELLER's responsibility to replace or repair. If repairs or replacements are required to comply with the foregoing warranty 13(A), SELLER shall pay up to an amount not to exceed zero Dollars ($0.00).

SELLER further warrants that:

B. The septic tank, pool, all major appliances, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. If repairs or replacements are required to comply with the foregoing warranty 13B, SELLER shall pay up to an amount not to exceed zero Dollars ($0.00). All repairs shall be made by an appropriately licensed person(s) or firm(s), or mutually acceptable person(s). SELLER makes no warranties as to conformity with current applicable building code requirements.

BUYER may inspect or, at BUYER's expense, have a firm(s) or individual(s) specializing in inspections and holding an occupational license for such purpose, (if required), or an appropriately licensed Florida contractor make inspections of those items within the Inspection Period. BUYER shall report in writing to SELLER, within the Inspection Period, such items that do not meet the above standards as to defects. Unless BUYER timely reports such defect(s), BUYER shall be deemed to have waived SELLER's warranties as to defect(s) not reported. SELLER is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect SELLER is responsible to repair or replace. If the cost for such repairs or replacements exceeds the amounts provided under 13(A) or 13(B), SELLER shall have three (3) days from the date of notice from BUYER to agree to pay any excess costs for such repairs. If SELLER notifies BUYER, in writing, within the three (3) day period that SELLER refuses to pay any excess costs for such repairs, BUYER shall then have one (1) day from receipt of such notice, in writing, either to agree to complete the purchase or elect to terminate this Agreement in which event the BUYER's Deposit(s) shall be returned to BUYER. Nothing contained in this paragraph shall release SELLER from SELLER's obligation to make required repairs as set forth herein up to the amount specified in this paragraph 13. SELLER shall, upon reasonable notice, provide utilities service and access to the Property for inspections; including a walk-through prior to Closing to confirm that all items of personal property are on the real property and, subject to the foregoing, that all required repairs and replacements have been made, and Property has been maintained as required by Standard D of this Agreement.

For purposes of this Agreement: "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: Pitted marcite or other pool finishes; missing or torn screens; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in the ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks. Fogged windows shall not be considered a "cosmetic condition."

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

14. ☒ **ADDITIONAL/EXPANDED INSPECTIONS**: (CHECK if applicable) In addition to and together with the inspection(s) allowed under Paragraph 13, BUYER may also conduct such additional inspections and tests of the Property as the BUYER shall deem necessary including, but not limited to, emergency studies, soil tests, additional structural inspections, review of permitting, zoning and land use requirements and environmental and radon tests. Such tests shall be completed during the Inspection Period and shall be conducted by the BUYER or a firm(s) or individual(s) specializing in such inspections and holding an occupational license for such purpose, (if required), or by an appropriately licensed Florida contractor. If BUYER determines that any other bonafide condition or defect of the Property, as disclosed by the Paragraph 13 inspections, additional inspections or other tests are unacceptable to BUYER, then BUYER shall report to SELLER, in writing, such condition(s) or defect(s) within the "Inspection Period". SELLER shall have three (3) days from the date of notice to agree to remedy such condition(s) or defect(s). If SELLER

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notifies BUYER, in writing, within the three (3) day period that SELLER refuses to remedy such condition(s) or defect(s), BUYER shall then have one (1) day from receipt of such notice to, in writing, either agree to complete the purchase without the condition(s) or defect(s) being remedied by the SELLER or to terminate this Agreement, in which event the BUYER's Deposit(s) shall be returned to BUYER and this Agreement shall be terminated. All repairs shall be made by appropriately licensed person(s) or firm(s) or mutually acceptable person(s).

For purposes of this provision, the term "bonafide condition or defect" shall be defined to mean conditions or defects that would cumulatively cost in excess of $500.00 to remedy.

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

15. **WOOD DESTROYING ORGANISMS**: BUYER, at BUYER's expense, may have the Property inspected by a Florida Certified Pest Control Operator, ("Operator"), within the Inspection Period, to determine if there is any visible active Wood Destroying Organisms infestation, or visible damage from Wood Destroying Organisms infestation, excluding fences and none other. If either or both are found, BUYER will, within the Inspection Period: A) Provide to SELLER a copy of the Wood Destroying Organism inspection report, (the "WDO Report"); B) Have cost of treatment of active infestation estimated by the Operator; C) Have all damage inspected and cost of repairs estimated by an appropriately licensed contractor or mutually acceptable person, and D) Report such cost(s) to SELLER in writing.

If active infestation or damage is found to be present, the SELLER shall bear the total cost of remedying such active infestation and repair of damage, except as otherwise herein provided, except BUYER shall be responsible for damage caused by wood-destroying organisms where the cost of repair is less than One Hundred Dollars ($100.00). Should the cost of such treatment and repair exceed zero Dollars ($0.00), the SELLER may elect to terminate this Agreement by giving written notice to the BUYER within three (3) days from BUYER's notice and all rights and liabilities of all parties shall thereafter terminate and all Deposits shall be returned to BUYER, unless the BUYER elects to proceed with the transaction, taking the above amount as a credit at Closing. The repairs and treatment shall be made by appropriately licensed person(s) or firm(s), or other mutually acceptable person(s). "Wood Destroying Organisms" shall be deemed to include all Wood Destroying Organisms required to be reported under the Florida Pest Control Act, as amended.

If BUYER's lender requires an updated WDO Report, then BUYER shall, at BUYER's expense, have the opportunity to have the Property re-inspected for Wood Destroying Organisms infestation and have the cost of active infestation or new damage estimated and reported to SELLER in writing at least ten (10) days prior to Closing. Thereafter, SELLER shall cause such treatment and repair to be made and pay the cost thereof; provided SELLER's total obligation for treatment and repair cost(s) required under both the first and second inspection shall not exceed the amount provided in this paragraph 15.

BUYER's request for repairs shall be in writing and delivered to SELLER on the Gainesville-Alachua County Association of REALTORS' ("GACAR") standard Repair Request form and Seller shall either accept the Buyers requests by signing the Buyer's Repair Request form or shall make SELLER's response to BUYER's request on Seller's Repair Request Response Form.

16. **RESTRICTIONS, EASEMENTS AND LIMITATIONS**: BUYER shall take title subject to: the standard exceptions contained in an ALTA title insurance policy, comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, outstanding oil, gas and mineral rights of record without right of entry, public utility easements of record, taxes for the year of closing and subsequent years, assumed mortgage(s) and purchase money mortgages, if any, other: All of record. provided, however, that there exists at Closing no violation of the foregoing and that the foregoing do not affect the marketability of title, and they do not prevent the use of the Property for approved by Alachua County purpose(s).

17. **UTILITIES**: SELLER represents that Property is served by: (CHECK if applicable)

☒ Central Water System	☒ Central Wastewater System	☐ None of the Foregoing
☐ Well	☐ Septic Tank	

18. **CONVEYANCE**: SELLER shall convey title to the Property by statutory warranty, trustee, personal representative or guardian deed, as appropriate to the status of SELLER, free and clear of all encumbrances and liens of whatsoever nature, except taxes for the current year, and except as herein otherwise provided. SELLER shall also deliver to BUYER a lien and possession affidavit at Closing, sufficient to remove lien and possession exceptions from the title insurance policy. If SELLER is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, ("FIRPTA"), the parties shall comply with FIRPTA. The parties shall comply with the provisions of FIRPTA and applicable regulations which could require SELLER to provide additional cash at Closing to meet withholding requirements, and a FIRPTA Rider or equivalent may be attached to this Agreement. Conveyance of title shall be to: Alachua County, Florida

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19. **FLOOD ZONE REPRESENTATION**: Some flood zones designate that the Property may be subject to more than a minimal risk of flooding. If BUYER produces evidence not less than five (5) days prior to Closing that the improvements, (or the effective buildable area of unimproved Property), is in a flood zone which carries a greater risk of flooding than as defined by Flood Zone "C", the BUYER shall have the option to declare this Agreement terminated and shall thereupon be entitled to a refund of all deposits. Should BUYER close on the Property without obtaining evidence of flood zone status, BUYER shall be deemed to have waived all objections as to the flood zone status of the Property. BUYER should not rely on flood zone status as determined by a pre-existing survey.

20. **SPECIAL ASSESSMENTS**:
    A. **Public Bodies**: Property is: (CHECK one) ☒ not subject to ☐ subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: (CHECK one) ☐ SELLER ☐ BUYER ☐ Other (see addendum)
    Unless as otherwise set forth herein, certified special assessment liens imposed by public bodies in existence as of Closing are to be paid by SELLER. Pending or proposed special assessments liens as of Closing shall be assumed by BUYER. If the improvement has been substantially completed as of the Effective Date, any pending or proposed special assessment lien shall be considered certified and SELLER shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body. A certified special assessment lien is one that has been formally adopted by ordinance or otherwise by the governmental authority creating the special assessment that creates a lien therefore.

    B. **Homeowner/Condominium Association**: Property is: (CHECK one) ☒ not subject to ☐ subject to a special assessment lien imposed by a Homeowner/Condominium Association, payable in installments which continue beyond Closing and if so, specify who shall pay amounts due after Closing: (CHECK one) ☐ SELLER ☐ BUYER ☐ Other (see addendum)

21. **DISCLOSURES**:
    A. **BUYERS**: (CHECK one) ☐ **acknowledges** ☒ **does not acknowledge receipt of brokerage relationship disclosure**
    BUYER's INITIALS: _____
    B. **Closing Costs**: Upon closing of the Property, SELLER and/or BUYER may be required to pay closing costs such as, but not limited to: Document preparation fees, attorney's fees, title insurance, taxes, escrow fees, documentary stamp and intangible taxes, recording fees, discount points, survey charges, wood destroying organism inspection fees, mortgage transfer fees and other such costs assumed by the SELLER and/or BUYER.
    C. **Property Tax Disclosure Summary**: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
    D. **Condominium Disclosure**: If BUYER will be obligated to be a member of a Condominium Association, BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE CONDOMINIUM ASSOCIATION RIDER.
    E. **Homeowner's Association/Community Disclosure**: If BUYER will be obligated to be a member of a homeowner association, BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS ASSOCIATION/COMMUNITY DISCLOSURE.
    F. **Energy Efficiency Rating System**: BUYER acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996 F.S.
    G. **Lead-Based Paint**: If the Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
    H. **Mold**: Mold is naturally occurring and may cause health risks or damage to property. If BUYER is concerned or desires additional information regarding mold, BUYER should contact an appropriate professional.
    I. **Radon Gas**: Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health Unit.

22. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS**: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Agreement in conflict with them.

23. **ASSIGNABILITY**: BUYER (CHECK one)
    ☐ May assign this Agreement and thereby be released from any further liability under this Agreement.
    ☐ May assign this Agreement but not be released from liability under this Agreement.
    ☒ May not assign this Agreement.

24. **STANDARDS FOR REAL ESTATE TRANSACTIONS**:
    A. **SURVEY**: BUYER, at BUYER's expense, may have the Property surveyed by a registered Florida surveyor and the survey certified and delivered to BUYER not less than five (5) days prior to Closing. If the survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, contract covenants or applicable governmental regulations, the same shall constitute title defects to be corrected

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by SELLER as required under Paragraph 10 of this Agreement. BUYER shall notify SELLER in writing specifying the defects reflected by the survey and shall simultaneously deliver a copy of the survey to the SELLER. SELLER shall undertake the required steps to cure such defects within the Cure Period as defined in Paragraph 10 hereof. SELLER agrees to provide BUYER with copies of existing surveys SELLER has, if any, within five (5) days from the Effective Date. If any part of the Property lies seaward of the coastal control line, SELLER will provide BUYER with an affidavit or survey as required by law delineating the line's location on the property, unless BUYER waives this requirement in writing.

B. **PRORATIONS**: All taxes for the current year, rents, insurance premiums, association assessments and interest on existing mortgages to be assumed (if any) shall be prorated as of Closing with BUYER paying for the day of Closing. If part of the Purchase Price is to be evidenced by the assumption of a mortgage requiring deposit of funds in escrow for payment of taxes, insurance or other charges, BUYER agrees to reimburse SELLER for escrowed funds assigned to BUYER at Closing. All mortgage payments shall be current at the time of Closing. If Closing occurs at a date when the current year's millage is not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment using the prior year's millage rate. A tax proration based on an estimate shall, at the request of either party, be readjusted upon receipt of the tax bill. This provision shall survive Closing.

C. **WARRANTIES**: SELLER warrants that there are no facts or defects known to SELLER materially affecting the value of the Property which are not readily observable by BUYER or which have not been disclosed to BUYER in writing.

D. **MAINTENANCE**: Between the Effective Date of this Agreement and Closing, SELLER shall maintain the Property in the condition existing as of the Effective Date, reasonable wear and tear excepted, and shall maintain the lawn and shrubbery in substantially the same condition that existed on the Effective Date. The Property will be swept clean and SELLER's personal items removed before Closing.

E. **DESTRUCTION OF PREMISES**: If any improvements located on the Property at the time of execution of this Agreement are damaged by fire or other casualty prior to Closing and can be substantially restored to the same condition that existed on the Effective Date of this Agreement, within a period not to exceed 45 days after the anticipated Closing, SELLER shall so restore the improvements and the closing date shall be extended accordingly. If such restoration cannot be completed within said period of time, this Agreement, at the option of the BUYER, shall terminate and the Deposit(s) shall be returned to BUYER. All risk of loss prior to Closing shall be borne by SELLER.

F. **ESCROW**: Any escrow agent, ("Agent"), receiving funds or equivalent is authorized and agrees by acceptance of them, to deposit them promptly, hold same in escrow and subject to clearance, disburse them in accordance with the terms and conditions of this Agreement. At SELLER's option, failure of clearance of funds shall be considered a default. If in doubt as to the Agent's duties or liabilities under the provisions of this Agreement, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties; or Agent may deposit said escrowed funds with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability of the Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S. (1987), as amended. Any suit between BUYER and SELLER where Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, with the fees and costs to be charged and assessed as court costs in favor of the prevailing party. The parties agree that the Agent shall not be liable to any party or person for misdelivery to BUYER or SELLER of items subject to this escrow, unless such misdelivery is due to willful breach of this Agreement or the gross negligence of Agent.

G. **DISBURSEMENT OF CLOSING PROCEEDS**: Disbursement of closing proceeds shall be made as soon after Closing as final title certification and examination have been made, but which shall be no later than five (5) business days after Closing.

H. **FAILURE OF PERFORMANCE**: If BUYER fails to perform this Agreement within the time specified, (including payment of all Deposits hereunder), the Deposit(s) paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims whereupon BUYER and SELLER shall be relieved of all obligations under this Agreement; or SELLER, at SELLER's option, may proceed in equity to enforce SELLER's rights under this Agreement. If, for any reason other than failure of SELLER to make SELLER's title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Agreement, BUYER may seek specific performance or elect to receive the return of BUYER's Deposit(s) without thereby waiving any action for damages resulting from SELLER's breach.

I. **OTHER AGREEMENTS**: No prior or present agreements or representations shall be binding upon BUYER or SELLER unless included in this Agreement. No modification to or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

J. **NOTICES AND RECORDINGS**: This Agreement shall bind and run to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Agreement and any

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signatures thereon shall be considered for all purposes as an original. Neither this Agreement nor any notice of it shall be recorded in any public records.

K. **ATTORNEY'S FEES/COSTS**: In any litigation arising out of this Agreement, the prevailing party in such litigation, which, for purposes of this Standard, shall include SELLER, BUYER and any real estate brokers acting in agency or non-agency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses, including reasonable attorney's fees, costs and expenses incurred in any appeal.

L. **LEGAL ACCESS**: SELLER warrants and represents that there is insurable legal access to the Property sufficient for the intended use as described herein.

M. **TIME**: Time periods herein of less than six (6) days shall, in the computation, exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. Failure of any party to perform any covenant of this Agreement within the time limits set forth for performance of such covenant shall not be considered a material breach excusing performance unless such failure results in a material loss to the aggrieved party.

N. **LEASES**: If the Property or any portion thereof is leased, SELLER shall, within the Inspection Period, furnish to BUYER copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, the rental rates and advanced rent and security deposits paid by a tenant. If SELLER is unable to obtain such letter from each tenant, the same information shall be furnished by SELLER to BUYER in writing within that time period in the form of a seller's affidavit and BUYER may thereafter contact tenants to confirm such information. If the terms of the lease(s) differ materially from SELLER's representations, BUYER may terminate this Agreement by delivering written notice to SELLER within three (3) days of receipt of the leases, estoppel letter(s) and information. SELLER shall, at Closing, deliver and assign all original leases to BUYER.

O. **IMPACT FEES**: BUYER acknowledges that BUYER shall be responsible for all water and wastewater flow base, connection charges and impact fees, if any, associated with BUYER placing any improvements on the Property.

P. **EXCHANGE**: If either SELLER or BUYER wish to enter into a like-kind exchange, (either simultaneous with Closing or deferred), with respect to the Property under Section 1031 of the Internal Revenue Code, ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents, provided; (1) the cooperating party shall incur no liability or expense related to the Exchange, and (2) the Closing shall not be contingent upon nor extended or delayed by such Exchange.

Q. **CONTINUING OBLIGATION FOR CLOSING COSTS**: BUYER and SELLER agree that they shall be responsible for payment of, or reimbursement of any and all costs incurred by or on behalf of said party in connection with the Closing, whether or not Closing occurs. Such costs may include, but are not limited to: Inspection fees, title search fees, any and all loan-related costs including survey and appraisal fees. Failure of a party to pay for or to reimburse any such costs shall constitute a default under this Agreement, entitling the other party and/or the agent acting on behalf of the defaulting party to seek recovery of such costs together with all costs incurred in such actions, including reasonable attorney's fee. This provision shall survive a termination of this Agreement.

THIS IS A LEGALLY BINDING AGREEMENT AND SHALL NOT BE RECORDED UNLESS OTHERWISE AGREED TO BETWEEN THE PARTIES. IF NOT FULLY UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE. DO NOT SIGN UNTIL ALL BLANKS ARE COMPLETED. YOUR REALTOR® RECOMMENDS THAT YOU OBTAIN TITLE INSURANCE OR A TITLE OPINION FROM YOUR ATTORNEY.

Counter Offer/Rejection:

☐ **SELLER has countered BUYER's offer on the attached Counter Offer form, which is by reference incorporated in and made a part of this agreement. This agreement, as modified by the attached Counter Offer form, represents the counter offer being made by the Seller.**

☐ SELLER has countered BUYER's offer as indicated above.

☐ SELLER hereby rejects BUYER's offer.

SELLER'S INITIALS: _____

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BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date

Deposit(s) under Paragraph 3(A) received: (Checks are subject to clearance) _____
Escrow Agent

Address of Escrow Agent: _____
Address City State Zip

Escrow Agent Phone: _____

By: _____, as authorized agent of Escrow Agent

Additional Deposit(s) under Paragraph 3(B) received: (Checks are subject to clearance) _____
Escrow Agent

Address of ADDITIONAL Escrow Agent: _____
Address City State Zip

Escrow Agent Phone: _____

By: _____, as authorized agent of Escrow Agent

SELLER: (CHECK one) ☐ **acknowledges** ☐ **does not acknowledge receipt of brokerage relationship disclosure**
SELLER's INITIALS: _____

REAL ESTATE BROKERS: The brokers named below are the listing and cooperating brokers in connection with this Agreement:

Prudential Trend Realty
Listing Broker/Firm Name (print)

Cooperating Broker/Firm Name, if any (print)

Donald Myers
Listing Salesperson (print)

Selling Salesperson, if any (print)

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PURCHASE AND SALE AGREEMENT BETWEEN ALACHUA COUNTY AND FEDERAL HOME LOAN MORTGAGE CORPORATION

THIS AGREEMENT is made and entered into as of the Effective Date by and between FEDERAL HOME LOAN MORTGAGE CORPORATION, (the "Seller") c/o New House Title, L.L.C., whose address is 9119 Corporate Lake Drive, Suite 300, Tampa, Florida, 33634 and ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P.O. Box 2877, Gainesville, Florida 32602-2877 (the "County").

WITNESSETH:

WHEREAS, the Seller owns fee simple title to certain real property located in Alachua County, Florida, as more fully described below (the "Seller's Property");

WHEREAS, the County wishes to acquire fee simple title to the Seller's Property and improvements within the property described below.

> Lots 10 of Sugarfoot Oaks Unit 3, as per plat recorded in Plat Book 'K', Page 91 of the public records of Alachua County, Florida.

WHEREAS, the Seller wishes to convey the Property to the County.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. SALE OF PROPERTY. The Seller agrees to sell, and the County agrees to purchase the above-described Property; the buildings and improvements (if any) located thereon; all fixtures and articles of personal property attached to, or appurtenant to, or used in connection with the premises (except as more particularly set forth in the paragraph labeled "Fixtures" below); and all easements, rights-of-way, privileges, benefits, contract rights, development rights, appurtenances, hereditaments, riparian and littoral rights, permits, and licenses or approvals associated with said real property (collectively, the "Property"); containing approximately 1/4 acre per lot.

2. PURCHASE PRICE. The Seller hereby agrees to sell the Property to the County, and the County hereby agrees to purchase the property from the Seller for Fifty-Nine Thousand, Nine Hundred and no/100 dollars; ($59,900.00); which after credit for the good faith Deposit and Option Fee, will be paid by the County at closing, subject to any adjustments, credits, and pro-rations as set forth herein.

a. The Property is being sold as is, where is, and with all faults, without any representation or warranties whatsoever as to its condition, fitness for any particular purpose, mechanical ability or any warranty expressed or implied.

b. **Deposit**. Within ten business days of execution by both parties, the County shall deposit with SALTER, FEIBER, MURPHY, HUTSON & MENET, P.A. ("Escrow Agent"), the sum of $1,000.00 as a good faith deposit (the "Deposit"). The Deposit shall be placed in a non-interest bearing account. At the closing, the Deposit shall, at the County's option, be returned or credited to the County. The Deposit is in addition to Option Fee described below.

3. SELLER'S OFFER TO REMAIN OPEN; OPTION FEE. The Seller shall be the first party to execute this agreement (the "Offer"), after which, the County shall consider the Offer. An amount equal to ten percent (10%) of the Deposit amount shall be deposited with the Escrow Agent within 10 days after the Seller executes this agreement and shall serve as consideration to the Seller for holding the Offer open (the "Option Fee"). The Seller shall allow The County forty-five (45) days, after receipt of the Option Fee to execute this Agreement. The Seller's Offer shall be irrevocable and remain open during the County's acceptance period. If the County does not execute this Agreement within said period, for any reason other than the Seller's default, then the Seller's sole remedy against the County shall be to retain this Option Fee paid by the County as liquidated and agreed upon damages. It is agreed by the parties that such amount is a fair and reasonable measure of the damages to be suffered by the Seller in the event that the County does not execute this Agreement. This amount shall be applicable to and credited against the Purchase Price at closing. This amount shall be placed in a non-interest bearing account.

4. INSPECTIONS. The County shall have ninety (90) days from the Effective Date of this Agreement ("Inspection Period") to conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments, and any other inspections of the Property which the County may elect to make ("Inspections"). During the Inspection Period and upon reasonable advance notice to the Seller, the County, by its agents, servants, employees, representatives, consultants, contractors, or licensees shall have the right of entry upon the Property for the purpose of making Inspections. The County shall not unduly interfere with Seller's operation of the Property or the Seller's Property in connection with the performance of any Inspections. Following the County's Inspections, the County shall return the Property to its condition existing immediately preceding the Inspection; shall repair any and all damage to the Property caused by the Inspections; and shall be responsible for injuries or damages caused by the County's Inspections. In the event that any of the County's Inspections, performed by or on behalf of the County, are not satisfactory to the County, the County may terminate this Agreement upon written notification to the Seller during the Inspection Period.

5. EFFECTIVE DATE. The effective date of this Agreement is the date when the last of the parties executes this Agreement.

6. FIXTURES.

a. **Removal of Certain Fixtures**. Except as otherwise provided in this Agreement, the Seller shall not remove any fixtures from the Property. Where such

removal is provided for below, the Seller shall remove the fixtures within thirty (30) days following the Closing Date. The County Facilities Manager may extend the time period for removal or may add items to this fixtures removal list, upon the written request of the Seller, by issuing a letter. The Seller shall provide trained personnel, with proper certifications where required, to perform said removal. Seller shall provide the County with proof of insurance for personnel. After the removal of the fixtures from any structures, the Seller shall repair, to the County's satisfaction, any openings created in the structure that would allow moisture to enter the structure, or otherwise compromise the security of the structure.

b. **List of Fixtures to be Removed**. In accordance with the foregoing, the Seller may remove the following fixtures from the Property:

(Insert list here)

7. EXISTING IMPROVEMENTS. As indicated below, the following improvements will be included in the sale of the Property, Electric Oven/range; central electric heat and air-conditioning; existing concrete block building; and paved driveway:

8. SELLER'S DUTIES. The Seller shall perform the following acts pursuant to the timeline provided by the County:

a. Respond to inquiries of the County within two business days.

b. Allow access to the Property during the inspection period by the County employees, agents, third party contractors or other parties invited by the County. These parties may access the Property via the main entrance.

c. Accommodate utility relocations.

d. A breach or delay in the performance of any of these duties by the Seller (for any reason whatsoever) will automatically extend the County's time to complete the project during the period of breach or delay. In addition, the parties recognize that any breach or delay by Seller could result in increased costs to the County. Thus, upon the Seller's failure to perform any of its duties, the County shall give the Seller 48 hours, written notice, and thereafter, if the duties are not performed, the County may perform those duties. The Seller shall be responsible for all costs associated with the County performing the Seller's duties under this section.

9. DELIVERY OF DOCUMENTATION. Within 5 days of the Effective Date of this Agreement, the Seller shall provide the County with copies of all information in the possession or control of the Seller which relates to the use or development of the Property, including, but not limited to, any specifications for on-site or off-site improvements, prior title policies or reports, copies of all easements, surveys, site plans, engineering reports, environmental reports, reports on water and utility availability and quality, tax assessment records, zoning or other land use applications or stipulations or agreements, and copies of any permits or licenses which relate to the Property.

10. ENVIRONMENTAL SITE ASSESSMENT. This Agreement is contingent on the County being able to obtain an environmental site assessment of the Property, which the County determines, in its sole discretion, to be satisfactory. In the event that any environmental site assessment performed by or on behalf of the County is not satisfactory to the County, the County may terminate this Agreement upon written notification to the Seller during the Inspection Period.

11. WELLS. All wells located on the Property shall be duly and properly abandoned at the Seller's sole cost and expense prior to the Closing, unless this requirement is waived by the County in writing.

12. TRASH REMOVAL. Prior to Closing, the Seller shall remove any and all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris located on the Property ("Trash") to the satisfaction of the County. If Seller does not remove the Trash, then the County, at its sole option, may elect to: (1) receive a credit from Seller at Closing in the amount of $500.00, with the County thereafter being responsible to remove the Trash and clean up the Property; (2) extend the amount of time the Seller has to remove all Trash from the Property; or (3) terminate this Agreement and neither party shall have any further obligations under this Agreement.

13. SURVEY. The County may have the Property surveyed at the County's sole expense prior to the Closing Date. If the survey shows: any encroachments onto the Property; that improvements (if any) on the Property encroach upon other lands, or upon any easements or building setback lines on the Property; that any improvements on the Property violate any restrictions, contract covenants or applicable building regulations; other matters which materially affect marketability of the Property; or that the Property does not have insurable legal access, then such facts or matters so shown shall constitute a "title defect" for purposes of paragraph 15.

14. EVIDENCE OF TITLE AND TITLE INSURANCE. The Seller shall provide the County with a Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property from a title insurance company doing business in the Alachua County area and which is acceptable to the County. The Seller shall deliver the Commitment to the County within fifteen (15) days following the Effective Date. The Commitment shall describe the Property; shall be dated later than the Effective Date; shall be in the full amount of the purchase price; shall have attached legible copies of all instruments referred to therein; and shall disclose the title to the Property to be good, marketable, and insurable, subject only to the exceptions set forth. Any exceptions shown on the Commitment shall constitute title defects for purposes of this Agreement.

15. TITLE DEFECTS. If either the Survey or the Commitment reveals any title defects, the County must give written notice to the Seller of any such title defects not more than twenty (20) days after the date the County receives the Survey or the Commitment, whichever is received last. The Seller shall have a period of thirty (30) days after receipt of notice to cure the title defects ("Title Cure Period"). The Seller shall use reasonable diligence in curing said defects. The Closing Date shall be extended as reasonably necessary to allow the Seller the opportunity to cure the defects. If any title defects, other than those that can and will be cured, or satisfied at

Closing, remain un-cleared by the Seller at the end of the Title Cure Period, the Seller shall then give the County written notice of the Seller's failure to cure the title defects and describe with specificity in that notice the title defects which remain uncured. The County then may either terminate this Agreement, or accept the uncured title defects and require the Seller to deliver the title to the Property at Closing in its existing condition. The Seller's reasonable diligence in curing title defects will not include the bringing of appropriate law actions. Reasonable adjustments to the purchase price reflecting any encroachments, shortages, or material difference in the acreage as stated in Paragraph 1 above shall be made by mutual agreement, and if the parties fail to reach such agreement, then either party may terminate this Agreement.

16. CLOSING DATE. Subject to extensions as provided in this Agreement, this transaction shall be closed on or before thirty (30) days following the end of the Inspection Period.

17. GENERAL CONDITIONS TO PERFORMANCE BY THE COUNTY. The County's performance obligations are, at the option of the County, specifically contingent upon:

a. The representations and warranties made by the Seller herein shall be correct statements of fact as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Agreement to be complied with and performed by the Seller, on or before the Closing Date, shall have been duly complied with or performed.

18. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF the SELLER. The Seller hereby represents, warrants, and covenants to and with the County as follows:

a. From and after the Effective Date, the Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof, or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the County.

b. The person executing this Agreement on behalf of the Seller is fully and duly authorized to do so by the Seller, and any and all actions required to make this Agreement and the performance thereof legally binding obligations of the Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for the Seller to enter into or perform this transaction.

c. The Seller has paid (or covenants that the Seller will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the prorations herein provided.

d. Except for the liens, encumbrances, or charges against the Property specifically disclosed in this Agreement, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and the Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property, except as noted herein in item (h) below.

e. From and after the Effective Date, the Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of the County.

f. There are no leases on the Property, or any portion thereof, other than those disclosed herein.

g. During the Seller's ownership, the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property, except in the normal course of the Seller's business. As used herein, "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

h. There are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, to which Seller is a party, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency, or other government instrumentality.

i. To the best of the Seller's knowledge, no commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon the County, or its successors or assigns, to make any contribution or dedications of money or land, or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions, or incur any expenses or obligations in connection with any development of the Property, or any part thereof.

j. To the best of the Seller's knowledge, no portion of the Property has previously been determined to be a wetlands within the jurisdiction of any state agency, the Army Corps of Engineers, any water management district having jurisdiction over the Property, any agency of the City or County in which the Property is located, or any other governmental agency, entity or authority.

k. No person, firm or other legal entity other than the County has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

l. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and does not constitute a violation or breach by the Seller of any provision of any agreement, or other instrument to which the Seller is a party, or to which the Seller may be subject, although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against the Seller.

m. The Seller is not aware of any information or facts concerning the physical condition of the Property, or the existing or proposed governmental regulation of the use or development of the Property, which would materially or adversely affect the value or use thereof which has not been disclosed to the County in writing. In the event that changes occur prior to Closing as to any information, documents, or exhibits referred to in any part of this Agreement, the Seller will immediately disclose same in writing to the County when first available to the Seller.

n. To the best of the Seller's knowledge, no representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to the County pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made.

19. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County hereby represents and warrants to the Seller as follows:

a. No consent to the transaction contemplated by this Agreement by any person or entity other than the County is required.

b. No representation, warranty or covenant made by the County in this Agreement, nor any document, certificate, or exhibits given or delivered to the Seller pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

20. CONTINUING REPRESENTATION AND WARRANTIES. The representations and warranties of the parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing.

21. CLOSING COSTS. The County shall pay for the preparation of all closing documents (except those necessary to cure title defects that are the Seller's responsibility); the cost of recording the deed; the deed documentary stamps, and the

survey. The Seller shall pay for the Owner's Title Insurance Policy premium, including all related search and abstract fees, the satisfaction or release of any mortgages or liens on the Property, and preparation and recording costs for any curative instruments required. Each party shall pay its own attorneys' fees.

22. CLOSING AGENT. Closing Agent shall be selected by the County.

23. REAL ESTATE COMMISSIONS. All compensation or payments to real estate brokers, or any third parties entitled to receive any compensation or payment in connection with the sale and purchase of the said Property, shall be paid by the Seller.

24. PRORATION OF PROPERTY TAXES. Ad valorem real estate taxes and assessments levied against the Property shall be prorated as of the Closing Date. Real property taxes for all prior years shall be paid by the Seller at or prior to Closing. Real estate taxes for all succeeding years shall be borne by the County. If the amount of taxes for the current year cannot be ascertained as of the closing, the rates, millages and assessed valuations for the preceding calendar year (with known changes) shall be used for purposes of making a tentative proration at closing; however, said taxes shall after Closing be finally re-prorated by and between the Seller and the County upon receipt by the Seller or the County of the statement or statements thereof from the proper taxing authorities.

25. ASSESSMENTS AND FEES. All unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property, shall be fully paid by the Seller at or prior to closing.

26. CLOSING DOCUMENTS. At closing, the parties shall deliver or cause to be delivered the following:

a. The Seller shall convey to the County its interest in and to the Property in the form of the statutory general warranty deed and other instruments reasonably acceptable to the County, free and clear of all liens and encumbrances except (i) the Permitted Exceptions; and (ii) such other exceptions to title appearing in the Commitment which the Buyer has approved or accepted as Permitted Exceptions under the terms hereof.

b. The Seller shall furnish to the County a Seller's affidavit, in form acceptable to the title insurance company and the Closing Agent, sufficient to remove standard printed exceptions in the Title Policy regarding (i) rights or claims of parties in possession; and (ii) mechanic's liens.

c. The Seller shall deliver, or cause to be delivered, such easements and agreements as the County and the Seller mutually agree are necessary to satisfy the conditions to closing set forth herein.

d. The Seller shall deliver satisfaction(s) or release(s) of all mortgages and liens on the Property made, created, or assumed by the Seller or to which the Property is subject.

e. Each party shall deliver evidence of its authority to consummate the sale and purchase and to execute, deliver, and perform this Agreement and the documents referred to in this paragraph, in form and substance reasonably acceptable to the other party hereto, the title insurance company, and the Closing Agent; including without limitation copies of articles of incorporation, bylaws, corporate resolutions, certificates of good standing, authority, and incumbency, partnership agreements, consents, and death certificates, as appropriate.

f. Each party shall deliver any other instruments reasonably required to complete the closing, including without limitation, an appropriate closing statement, any forms required to comply with federal and state tax laws (including a 1099 Form and a nonforeign affidavit as defined by Internal Revenue Code Section 1445), and any forms required by local or state authorities to file the deed.

g. The Seller shall deliver the originals of all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information in the possession of the Seller pertaining to the Property, together with an assignment of all the Seller's right, title and interest with regard thereto.

27. AUTHORITY. Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the Closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Agreement and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

28. NOTICES. Any notice, demand, request, or other communication required or permitted by this Agreement or by law shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express) to the following addresses:

To Seller:

Federal Home Loan Mortgage Corporation
New House Title, L.L.C. Agent
9119 Corporate Lake Drive, Suite 300
Tampa, Florida, 33634

c/o Tony Miller, Manager
Prudential Trend Realty
4141 NW 37 Place
Gainesville, Florida 32606

To County:

Alachua County Board of County Commissioners
PO Box 2877
Gainesville, Florida 32602-2877
Attention: Chair

and

Alachua County Public Works Department
PO Box 1188
Gainesville, Florida 32602-1188
Attention: Director

29. DEFAULT.

a. Pre-Closing. If the County fails to consummate the purchase of the Property in accordance with the terms of this Agreement for any reason other than the Seller's default or the County's termination of this Agreement as allowed herein, the Seller's sole remedy against the County shall be to retain any deposit (including any interest earned thereon) paid by the County as liquidated and agreed upon damages. It is agreed by the parties that such amount is a fair and reasonable measure of the damages to be suffered by the Seller in the event of such default and that the exact amount thereof is incapable of ascertainment.

In the event the Seller breaches its covenant to convey the Property to the County or otherwise fails to perform its obligations under this Agreement, for any reason except for the County's default, the County shall be entitled (a) to receive a prompt and complete return of any deposit, and (b) to pursue any and all remedies available under law or equity, including specific performance, and to seek and recover any and all damages available to the County under law or in equity.

30. TERMINATION. If this Agreement is terminated by either party as allowed herein, then any deposit which was made by the County pursuant to paragraph 2 shall

be returned to the County, whereupon all parties shall be released from any further obligation under this Agreement.

32. RISK OF LOSS. The risk of loss or damage to the Property from fire, the elements, or other casualty, or from condemnation shall be upon Seller prior to closing. If any such loss or damage to the Property does occur prior to closing, the Seller shall promptly give the County written notice thereof.

The Seller may elect to repair the loss or damage at the Seller's sole cost and expense by giving written notice of said election to the County within 10 days after the occurrence of any such loss or damage, or on the closing date, whichever is earlier. the Seller may postpone the Closing Date by up to 90 days in order to complete such repair. If the Seller fails to repair the Property within said time period to the condition existing prior to such loss or damage, the County may elect to terminate this Agreement. All insurance or condemnation proceedings resulting from any such loss or damage shall belong to the Seller.

If the Seller does not elect to repair the loss or damage, the County may elect to either terminate this Agreement or to close the sale despite the unrepaired loss or damage. Notice of the election must be given to Seller in writing not more than 20 days after receipt of notice of the loss or damage or on the Closing Date, whichever is earlier. If the County elects to close the sale despite the unrepaired loss or damage, the purchase price shall not be abated or reduced, and Seller will have no obligation to repair the Property; however, the Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the County.

33. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party.

34. PERSONS BOUND. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

35. ESCROW. Any Escrow Agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with the terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the County, and may be treated as a default by the County at the option of the Seller. In the event of doubt as to the Escrow Agent's duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in agent's sole discretion, continue to hold the funds in escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or the Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between the County and the Seller, wherein the Escrow Agent is made a party by virtue of acting as an Escrow Agent hereunder, or in the event of any suit wherein the Escrow Agent interpleads the subject matter of this escrow, the agent shall be

entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to the County or the Seller of items subject to escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the agent.

36. ENTIRE AGREEMENT; AMENDMENT; EXTENSION OF DATES. This Agreement contains all of the agreements, representations and warranties of the parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Agreement, which alone fully and completely expresses the agreements and understandings of the parties hereto. This Agreement may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all parties. Notwithstanding anything to the contrary, the County Surveyor may extend any of the dates herein on behalf of the County if so requested by the Seller.

37. APPLICABLE LAW; VENUE. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

38. SEVERABILITY. In the event any portion of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Agreement, nor materially impair the benefits negotiated by each party hereunder.

39. CONSTRUCTION. The provisions of this Agreement have been carefully and fully negotiated between the parties, each of which has relatively equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Agreement.

40. NO RECORDING OF CONTRACT. The parties agree that neither the County nor the Seller shall cause this Agreement to be recorded in any public records relating to the Property.

41. COUNTERPARTS. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same agreement.

42. HEADINGS. The captions and headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.

43. WAIVER. No provision of this Agreement or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or

condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law or in the provisions of this Agreement shall not exclude other remedies unless they are expressly excluded.

44. SURVIVAL OF REPRESENTATION AND WARRANTIES. The respective representations, warranties, covenants, and agreements of the Seller and the County contained in this agreement shall survive the closing of this transaction and remain in effect.

(Signature page follows.)

SAMPLE

IN WITNESS WHEREOF, the parties hereto have set their seals and executed this Agreement effective on the day and year indicated below.

Witness

_____

Print name: _____

_____

Print Name: _____

SELLER:
FEDERAL HOME LOAN MORTGAGE CORPORATION
By: New House Title, L.L.C., as Agent

By:_____

Print name:_____

Print title:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____day of _____, 2011, by _____ as _____ of New House Title, L.L.C. as agent for FEDERAL HOME LOAN MORTGAGE CORPORATION, on behalf of the said corporation, and who is personally known to me or who has produced _____ _____ as identification.

_____
Notary (print name)_____
My Commission Expires:_____
Commission No:_____

(SEAL)

BUYER:
BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

Approved as to Form

SAMPLE

_____

County Attorney

SAMPLE

****

Separate Agreement to Hold Offer Open

The Seller, who by affixing the Seller's signature above, and in accordance with paragraph 3, SELLER'S OFFER TO REMAIN OPEN, agrees to hold this offer open. The County Manager, operating within his signature authority as granted by the Board of County Commissioners, executes below for the sole purpose of enacting the provisions of paragraph 3 to keep the Seller's offer open, and to immediately provide the Seller with the Option Fee, as described therein.

Date: _____

WITNESS:

ALACHUA COUNTY, FLORIDA

_____

Sign

_____

Print Name

_____

Randall H. Reid,
County Manager

APPROVED AS TO FORM

_____

Alachua County Attorney's Office

****

SAMPLE

PURCHASE AND SALE AGREEMENT BETWEEN ALACHUA COUNTY AND FEDERAL HOME LOAN MORTGAGE CORPORATION

THIS AGREEMENT is made and entered into as of the Effective Date by and between FEDERAL HOME LOAN MORTGAGE CORPORATION, (the "Seller") c/o New House Title, L.L.C., whose address is 9119 Corporate Lake Drive, Suite 300, Tampa, Florida, 33634 and ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P.O. Box 2877, Gainesville, Florida 32602-2877 (the "County").

WITNESSETH:

WHEREAS, the Seller owns fee simple title to certain real property located in Alachua County, Florida, as more fully described below (the "Seller's Property");

WHEREAS, the County wishes to acquire fee simple title to the Seller's Property and improvements within the property described below.

Lots 12 of Sugarfoot Oaks Unit 3, as per plat recorded in Plat Book 'K', Page 91 of the public records of Alachua County, Florida.

WHEREAS, the Seller wishes to convey the Property to the County.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. SALE OF PROPERTY. The Seller agrees to sell, and the County agrees to purchase the above-described Property; the buildings and improvements (if any) located thereon; all fixtures and articles of personal property attached to, or appurtenant to, or used in connection with the premises (except as more particularly set forth in the paragraph labeled "Fixtures" below); and all easements, rights-of-way, privileges, benefits, contract rights, development rights, appurtenances, hereditaments, riparian and littoral rights, permits, and licenses or approvals associated with said real property (collectively, the "Property"); containing approximately 1/4 acre per lot.

2. PURCHASE PRICE. The Seller hereby agrees to sell the Property to the County, and the County hereby agrees to purchase the property from the Seller for Fifty-Nine Thousand, Nine Hundred and no/100 dollars; ($59,900.00); which after credit for the good faith Deposit and Option Fee, will be paid by the County at closing, subject to any adjustments, credits, and pro-rations as set forth herein.

a. The Property is being sold as is, where is, and with all faults, without any representation or warranties whatsoever as to its condition, fitness for any particular purpose, mechanical ability or any warranty expressed or implied.

b. **Deposit**. Within ten business days of execution by both parties, the County shall deposit with SALTER, FEIBER, MURPHY, HUTSON & MENET, P.A. ("Escrow Agent"), the sum of $1,000.00 as a good faith deposit (the "Deposit"). The Deposit shall be placed in a non-interest bearing account. At the closing, the Deposit shall, at the County's option, be returned or credited to the County. The Deposit is in addition to Option Fee described below.

3. SELLER'S OFFER TO REMAIN OPEN; OPTION FEE. The Seller shall be the first party to execute this agreement (the "Offer"), after which, the County shall consider the Offer. An amount equal to ten percent (10%) of the Deposit amount shall be deposited with the Escrow Agent within 10 days after the Seller executes this agreement and shall serve as consideration to the Seller for holding the Offer open (the "Option Fee"). The Seller shall allow The County forty-five (45) days, after receipt of the Option Fee to execute this Agreement. The Seller's Offer shall be irrevocable and remain open during the County's acceptance period. If the County does not execute this Agreement within said period, for any reason other than the Seller's default, then the Seller's sole remedy against the County shall be to retain this Option Fee paid by the County as liquidated and agreed upon damages. It is agreed by the parties that such amount is a fair and reasonable measure of the damages to be suffered by the Seller in the event that the County does not execute this Agreement. This amount shall be applicable to and credited against the Purchase Price at closing. This amount shall be placed in a non-interest bearing account.

4. INSPECTIONS. The County shall have ninety (90) days from the Effective Date of this Agreement ("Inspection Period") to conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments, and any other inspections of the Property which the County may elect to make ("Inspections"). During the Inspection Period and upon reasonable advance notice to the Seller, the County, by its agents, servants, employees, representatives, consultants, contractors, or licensees shall have the right of entry upon the Property for the purpose of making Inspections. The County shall not unduly interfere with Seller's operation of the Property or the Seller's Property in connection with the performance of any Inspections. Following the County's Inspections, the County shall return the Property to its condition existing immediately preceding the Inspection; shall repair any and all damage to the Property caused by the Inspections; and shall be responsible for injuries or damages caused by the County's Inspections. In the event that any of the County's Inspections, performed by or on behalf of the County, are not satisfactory to the County, the County may terminate this Agreement upon written notification to the Seller during the Inspection Period.

5. EFFECTIVE DATE. The effective date of this Agreement is the date when the last of the parties executes this Agreement.

6. FIXTURES.

a. **Removal of Certain Fixtures**. Except as otherwise provided in this Agreement, the Seller shall not remove any fixtures from the Property. Where such

removal is provided for below, the Seller shall remove the fixtures within thirty (30) days following the Closing Date. The County Facilities Manager may extend the time period for removal or may add items to this fixtures removal list, upon the written request of the Seller, by issuing a letter. The Seller shall provide trained personnel, with proper certifications where required, to perform said removal. Seller shall provide the County with proof of insurance for personnel. After the removal of the fixtures from any structures, the Seller shall repair, to the County's satisfaction, any openings created in the structure that would allow moisture to enter the structure, or otherwise compromise the security of the structure.

b. **List of Fixtures to be Removed**. In accordance with the foregoing, the Seller may remove the following fixtures from the Property:

(Insert list here)

7. EXISTING IMPROVEMENTS. As indicated below, the following improvements will be included in the sale of the Property, Electric Oven/range; central electric heat and air-conditioning; existing concrete block building; and paved driveway:

8. SELLER'S DUTIES. The Seller shall perform the following acts pursuant to the timeline provided by the County:

a. Respond to inquiries of the County within two business days.

b. Allow access to the Property during the inspection period by the County employees, agents, third party contractors or other parties invited by the County. These parties may access the Property via the main entrance.

c. Accommodate utility relocations.

d. A breach or delay in the performance of any of these duties by the Seller (for any reason whatsoever) will automatically extend the County's time to complete the project during the period of breach or delay. In addition, the parties recognize that any breach or delay by Seller could result in increased costs to the County. Thus, upon the Seller's failure to perform any of its duties, the County shall give the Seller 48 hours, written notice, and thereafter, if the duties are not performed, the County may perform those duties. The Seller shall be responsible for all costs associated with the County performing the Seller's duties under this section.

9. DELIVERY OF DOCUMENTATION. Within 5 days of the Effective Date of this Agreement, the Seller shall provide the County with copies of all information in the possession or control of the Seller which relates to the use or development of the Property, including, but not limited to, any specifications for on-site or off-site improvements, prior title policies or reports, copies of all easements, surveys, site plans, engineering reports, environmental reports, reports on water and utility availability and quality, tax assessment records, zoning or other land use applications or stipulations or agreements, and copies of any permits or licenses which relate to the Property.

SAMPLE

10. ENVIRONMENTAL SITE ASSESSMENT. This Agreement is contingent on the County being able to obtain an environmental site assessment of the Property, which the County determines, in its sole discretion, to be satisfactory. In the event that any environmental site assessment performed by or on behalf of the County is not satisfactory to the County, the County may terminate this Agreement upon written notification to the Seller during the Inspection Period.

11. WELLS. All wells located on the Property shall be duly and properly abandoned at the Seller's sole cost and expense prior to the Closing, unless this requirement is waived by the County in writing.

12. TRASH REMOVAL. Prior to Closing, the Seller shall remove any and all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris located on the Property ("Trash") to the satisfaction of the County. If Seller does not remove the Trash, then the County, at its sole option, may elect to: (1) receive a credit from Seller at Closing in the amount of $500.00, with the County thereafter being responsible to remove the Trash and clean up the Property; (2) extend the amount of time the Seller has to remove all Trash from the Property; or (3) terminate this Agreement and neither party shall have any further obligations under this Agreement.

13. SURVEY. The County may have the Property surveyed at the County's sole expense prior to the Closing Date. If the survey shows: any encroachments onto the Property; that improvements (if any) on the Property encroach upon other lands, or upon any easements or building setback lines on the Property; that any improvements on the Property violate any restrictions, contract covenants or applicable building regulations; other matters which materially affect marketability of the Property; or that the Property does not have insurable legal access, then such facts or matters so shown shall constitute a "title defect" for purposes of paragraph 15.

14. EVIDENCE OF TITLE AND TITLE INSURANCE. The Seller shall provide the County with a Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property from a title insurance company doing business in the Alachua County area and which is acceptable to the County. The Seller shall deliver the Commitment to the County within fifteen (15) days following the Effective Date. The Commitment shall describe the Property; shall be dated later than the Effective Date; shall be in the full amount of the purchase price; shall have attached legible copies of all instruments referred to therein; and shall disclose the title to the Property to be good, marketable, and insurable, subject only to the exceptions set forth. Any exceptions shown on the Commitment shall constitute title defects for purposes of this Agreement.

15. TITLE DEFECTS. If either the Survey or the Commitment reveals any title defects, the County must give written notice to the Seller of any such title defects not more than twenty (20) days after the date the County receives the Survey or the Commitment, whichever is received last. The Seller shall have a period of thirty (30) days after receipt of notice to cure the title defects ("Title Cure Period"). The Seller shall use reasonable diligence in curing said defects. The Closing Date shall be extended as reasonably necessary to allow the Seller the opportunity to cure the defects. If any title defects, other than those that can and will be cured, or satisfied at

Closing, remain un-cleared by the Seller at the end of the Title Cure Period, the Seller shall then give the County written notice of the Seller's failure to cure the title defects and describe with specificity in that notice the title defects which remain uncured. The County then may either terminate this Agreement, or accept the uncured title defects and require the Seller to deliver the title to the Property at Closing in its existing condition. The Seller's reasonable diligence in curing title defects will not include the bringing of appropriate law actions. Reasonable adjustments to the purchase price reflecting any encroachments, shortages, or material difference in the acreage as stated in Paragraph 1 above shall be made by mutual agreement, and if the parties fail to reach such agreement, then either party may terminate this Agreement.

16. CLOSING DATE. Subject to extensions as provided in this Agreement, this transaction shall be closed on or before thirty (30) days following the end of the Inspection Period.

17. GENERAL CONDITIONS TO PERFORMANCE BY THE COUNTY. The County's performance obligations are, at the option of the County, specifically contingent upon:

a. The representations and warranties made by the Seller herein shall be correct statements of fact as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Agreement to be complied with and performed by the Seller, on or before the Closing Date, shall have been duly complied with or performed.

18. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF the SELLER. The Seller hereby represents, warrants, and covenants to and with the County as follows:

a. From and after the Effective Date, the Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof, or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the County.

b. The person executing this Agreement on behalf of the Seller is fully and duly authorized to do so by the Seller, and any and all actions required to make this Agreement and the performance thereof legally binding obligations of the Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for the Seller to enter into or perform this transaction.

c. The Seller has paid (or covenants that the Seller will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the prorations herein provided.

d. Except for the liens, encumbrances, or charges against the Property specifically disclosed in this Agreement, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and the Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property, except as noted herein in item (h) below.

e. From and after the Effective Date, the Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of the County.

f. There are no leases on the Property, or any portion thereof, other than those disclosed herein.

g. During the Seller's ownership, the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property, except in the normal course of the Seller's business. As used herein, "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

h. There are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, to which Seller is a party, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency, or other government instrumentality.

i. To the best of the Seller's knowledge, no commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon the County, or its successors or assigns, to make any contribution or dedications of money or land, or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions, or incur any expenses or obligations in connection with any development of the Property, or any part thereof.

j. To the best of the Seller's knowledge, no portion of the Property has previously been determined to be a wetlands within the jurisdiction of any state agency, the Army Corps of Engineers, any water management district having jurisdiction over the Property, any agency of the City or County in which the Property is located, or any other governmental agency, entity or authority.

k. No person, firm or other legal entity other than the County has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

l. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and does not constitute a violation or breach by the Seller of any provision of any agreement, or other instrument to which the Seller is a party, or to which the Seller may be subject, although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against the Seller.

m. The Seller is not aware of any information or facts concerning the physical condition of the Property, or the existing or proposed governmental regulation of the use or development of the Property, which would materially or adversely affect the value or use thereof which has not been disclosed to the County in writing. In the event that changes occur prior to Closing as to any information, documents, or exhibits referred to in any part of this Agreement, the Seller will immediately disclose same in writing to the County when first available to the Seller.

n. To the best of the Seller's knowledge, no representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to the County pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made.

19. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County hereby represents and warrants to the Seller as follows:

a. No consent to the transaction contemplated by this Agreement by any person or entity other than the County is required.

b. No representation, warranty or covenant made by the County in this Agreement, nor any document, certificate, or exhibits given or delivered to the Seller pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

20. CONTINUING REPRESENTATION AND WARRANTIES. The representations and warranties of the parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing.

21. CLOSING COSTS. The County shall pay for the preparation of all closing documents (except those necessary to cure title defects that are the Seller's responsibility); the cost of recording the deed; the deed documentary stamps, and the

survey. The Seller shall pay for the Owner's Title Insurance Policy premium, including all related search and abstract fees, the satisfaction or release of any mortgages or liens on the Property, and preparation and recording costs for any curative instruments required. Each party shall pay its own attorneys' fees.

22. CLOSING AGENT. Closing Agent shall be selected by the County.

23. REAL ESTATE COMMISSIONS. All compensation or payments to real estate brokers, or any third parties entitled to receive any compensation or payment in connection with the sale and purchase of the said Property, shall be paid by the Seller.

24. PRORATION OF PROPERTY TAXES. Ad valorem real estate taxes and assessments levied against the Property shall be prorated as of the Closing Date. Real property taxes for all prior years shall be paid by the Seller at or prior to Closing. Real estate taxes for all succeeding years shall be borne by the County. If the amount of taxes for the current year cannot be ascertained as of the closing, the rates, millages and assessed valuations for the preceding calendar year (with known changes) shall be used for purposes of making a tentative proration at closing; however, said taxes shall after Closing be finally re-prorated by and between the Seller and the County upon receipt by the Seller or the County of the statement or statements thereof from the proper taxing authorities.

25. ASSESSMENTS AND FEES. All unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property, shall be fully paid by the Seller at or prior to closing.

26. CLOSING DOCUMENTS. At closing, the parties shall deliver or cause to be delivered the following:

a. The Seller shall convey to the County its interest in and to the Property in the form of the statutory general warranty deed and other instruments reasonably acceptable to the County, free and clear of all liens and encumbrances except (i) the Permitted Exceptions; and (ii) such other exceptions to title appearing in the Commitment which the Buyer has approved or accepted as Permitted Exceptions under the terms hereof.

b. The Seller shall furnish to the County a Seller's affidavit, in form acceptable to the title insurance company and the Closing Agent, sufficient to remove standard printed exceptions in the Title Policy regarding (i) rights or claims of parties in possession; and (ii) mechanic's liens.

c. The Seller shall deliver, or cause to be delivered, such easements and agreements as the County and the Seller mutually agree are necessary to satisfy the conditions to closing set forth herein.

d. The Seller shall deliver satisfaction(s) or release(s) of all mortgages and liens on the Property made, created, or assumed by the Seller or to which the Property is subject.

e. Each party shall deliver evidence of its authority to consummate the sale and purchase and to execute, deliver, and perform this Agreement and the documents referred to in this paragraph, in form and substance reasonably acceptable to the other party hereto, the title insurance company, and the Closing Agent; including without limitation copies of articles of incorporation, bylaws, corporate resolutions, certificates of good standing, authority, and incumbency, partnership agreements, consents, and death certificates, as appropriate.

f. Each party shall deliver any other instruments reasonably required to complete the closing, including without limitation, an appropriate closing statement, any forms required to comply with federal and state tax laws (including a 1099 Form and a nonforeign affidavit as defined by Internal Revenue Code Section 1445), and any forms required by local or state authorities to file the deed.

g. The Seller shall deliver the originals of all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information in the possession of the Seller pertaining to the Property, together with an assignment of all the Seller's right, title and interest with regard thereto.

27. AUTHORITY. Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the Closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Agreement and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

28. NOTICES. Any notice, demand, request, or other communication required or permitted by this Agreement or by law shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express) to the following addresses:

To Seller:

Federal Home Loan Mortgage Corporation
New House Title, L.L.C. Agent
9119 Corporate Lake Drive, Suite 300
Tampa, Florida, 33634

c/o Tony Miller, Manager
Prudential Trend Realty
4141 NW 37 Place
Gainesville, Florida 32606

To County:

Alachua County Board of County Commissioners
PO Box 2877
Gainesville, Florida 32602-2877
Attention: Chair

and

Alachua County Public Works Department
PO Box 1188
Gainesville, Florida 32602-1188
Attention: Director

29. DEFAULT.

a. Pre-Closing. If the County fails to consummate the purchase of the Property in accordance with the terms of this Agreement for any reason other than the Seller's default or the County's termination of this Agreement as allowed herein, the Seller's sole remedy against the County shall be to retain any deposit (including any interest earned thereon) paid by the County as liquidated and agreed upon damages. It is agreed by the parties that such amount is a fair and reasonable measure of the damages to be suffered by the Seller in the event of such default and that the exact amount thereof is incapable of ascertainment.

In the event the Seller breaches its covenant to convey the Property to the County or otherwise fails to perform its obligations under this Agreement, for any reason except for the County's default, the County shall be entitled (a) to receive a prompt and complete return of any deposit, and (b) to pursue any and all remedies available under law or equity, including specific performance, and to seek and recover any and all damages available to the County under law or in equity.

30. TERMINATION. If this Agreement is terminated by either party as allowed herein, then any deposit which was made by the County pursuant to paragraph 2 shall

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be returned to the County, whereupon all parties shall be released from any further obligation under this Agreement.

32. RISK OF LOSS. The risk of loss or damage to the Property from fire, the elements, or other casualty, or from condemnation shall be upon Seller prior to closing. If any such loss or damage to the Property does occur prior to closing, the Seller shall promptly give the County written notice thereof.

The Seller may elect to repair the loss or damage at the Seller's sole cost and expense by giving written notice of said election to the County within 10 days after the occurrence of any such loss or damage, or on the closing date, whichever is earlier. the Seller may postpone the Closing Date by up to 90 days in order to complete such repair. If the Seller fails to repair the Property within said time period to the condition existing prior to such loss or damage, the County may elect to terminate this Agreement. All insurance or condemnation proceedings resulting from any such loss or damage shall belong to the Seller.

If the Seller does not elect to repair the loss or damage, the County may elect to either terminate this Agreement or to close the sale despite the unrepaired loss or damage. Notice of the election must be given to Seller in writing not more than 20 days after receipt of notice of the loss or damage or on the Closing Date, whichever is earlier. If the County elects to close the sale despite the unrepaired loss or damage, the purchase price shall not be abated or reduced, and Seller will have no obligation to repair the Property; however, the Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the County.

33. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party.

34. PERSONS BOUND. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

35. ESCROW. Any Escrow Agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with the terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the County, and may be treated as a default by the County at the option of the Seller. In the event of doubt as to the Escrow Agent's duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in agent's sole discretion, continue to hold the funds in escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or the Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between the County and the Seller, wherein the Escrow Agent is made a party by virtue of acting as an Escrow Agent hereunder, or in the event of any suit wherein the Escrow Agent interpleads the subject matter of this escrow, the agent shall be

entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to the County or the Seller of items subject to escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the agent.

36. ENTIRE AGREEMENT; AMENDMENT; EXTENSION OF DATES. This Agreement contains all of the agreements, representations and warranties of the parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Agreement, which alone fully and completely expresses the agreements and understandings of the parties hereto. This Agreement may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all parties. Notwithstanding anything to the contrary, the County Surveyor may extend any of the dates herein on behalf of the County if so requested by the Seller.

37. APPLICABLE LAW; VENUE. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

38. SEVERABILITY. In the event any portion of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Agreement, nor materially impair the benefits negotiated by each party hereunder.

39. CONSTRUCTION. The provisions of this Agreement have been carefully and fully negotiated between the parties, each of which has relatively equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Agreement.

40. NO RECORDING OF CONTRACT. The parties agree that neither the County nor the Seller shall cause this Agreement to be recorded in any public records relating to the Property.

41. COUNTERPARTS. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same agreement.

42. HEADINGS. The captions and headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.

43. WAIVER. No provision of this Agreement or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or

condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law or in the provisions of this Agreement shall not exclude other remedies unless they are expressly excluded.

44. SURVIVAL OF REPRESENTATION AND WARRANTIES. The respective representations, warranties, covenants, and agreements of the Seller and the County contained in this agreement shall survive the closing of this transaction and remain in effect.

(Signature page follows.)

SAMPLE

IN WITNESS WHEREOF, the parties hereto have set their seals and executed this Agreement effective on the day and year indicated below.

Witness

_____

Print name: _____

_____

Print Name: _____

SELLER:
FEDERAL HOME LOAN MORTGAGE CORPORATION
By: New House Title, L.L.C., as Agent

By:_____

Print name:_____

Print title:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____day of _____, 2011, by _____ as _____ of New House Title, L.L.C. as agent for FEDERAL HOME LOAN MORTGAGE CORPORATION, on behalf of the said corporation, and who is personally known to me or who has produced _____ _____ as identification.

_____
Notary (print name)_____
My Commission Expires:_____
Commission No:_____

(SEAL)

BUYER:
BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

Approved as to Form

SAMPLE

County Attorney

SAMPLE

****

Separate Agreement to Hold Offer Open

The Seller, who by affixing the Seller's signature above, and in accordance with paragraph 3, SELLER'S OFFER TO REMAIN OPEN, agrees to hold this offer open. The County Manager, operating within his signature authority as granted by the Board of County Commissioners, executes below for the sole purpose of enacting the provisions of paragraph 3 to keep the Seller's offer open, and to immediately provide the Seller with the Option Fee, as described therein.

Date: _____

WITNESS:

ALACHUA COUNTY, FLORIDA

_____

Sign

_____

Print Name

_____

Randall H. Reid,
County Manager

APPROVED AS TO FORM

_____

Alachua County Attorney's Office

****

SAMPLE

HomeSteps File No: ___

HomeSteps
A Freddie Mac Unit

ADDENDUM # 1 TO CONTRACT OF SALE
(Single-Family Real Estate Disposition)

This Addendum is to be made a part of the agreement (Contract of Sale) dated _____, 20____, between Federal Home Loan Mortgage Corporation **(Seller, sometimes described as Freddie Mac or HomeSteps) and _____ _____ (Purchaser), for the property located at:** _____
(the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. **CONDITIONS OF SALE.** Purchaser acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the repurchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, then Seller may notify Purchaser that the Contract of Sale is canceled and the deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

   IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

   IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLE ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

   IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. **TITLE.** The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. Title to the Property may run from the owner of record, or from Seller by act of power of attorney on behalf of the recorded owner. Conveyance will be by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a SPECIAL WARRANTY, LIMITED WARRANTY, QUIT CLAIM OR BARGAIN AND SALE DEED, or other local form of Deed acceptable to the recording agent and Seller. The closing attorney/agent is responsible for providing the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable, or any revision thereto.

UNWRITTEN STATEMENTS Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract of Sale unless incorporated in writing into the Contract of Sale.

4. **TIME IS OF THE ESSENCE: CLOSING**. IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO. Settlement/closing shall be held in the offices of Seller's attorney or agent, or at a place designated and approved by Seller, unless otherwise required by applicable law. Closing shall occur on or before _____, 20__, or within seven (7) calendar days of loan approval, whichever is earlier, unless the closing date is extended in writing signed by the Seller and Purchaser. The deposit shall be held by the attorney or agent approved by Seller in a non-interest bearing trust account. At closing, Purchaser must pay any amounts due by certified, bank, or cashier's checks made payable to the attorney or agent. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this Section 4, or any written extension, this Agreement is automatically terminated and the Seller shall be entitled to the remedy described in paragraph 19 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller **a per diem** of $_____ through and including the new closing date specified in the written extension.

5. **PRORATIONS**. Seller and Purchaser agree to prorate the following expenses as of closing: utility charges, water and sewer charges, real estate taxes and assessments, common area charges, co-operative fees, maintenance fees, and rents, if any. Payment of homeowner's association or special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward purchase price. HOWEVER, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the Property. In determining prorations, the day of closing shall be charged to Purchaser. All prorations at closing, including prorations for taxes, are final. If the property is a single family property with no more than one dwelling unit, then rents (if any) shall not be prorated.

6. **OCCUPANCY STATUS**. In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller shall not be responsible for any eviction expenses incurred by Purchaser before or after closing.

7. **DELIVERY OF POSSESSION**. Seller shall deliver possession of Property to Purchaser at closing and funding of sale, or upon successful completion of closing and settlement in accordance with local practice and custom. Purchaser may not occupy the Property prior to closing and funding. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing, then Purchaser shall be in default of the Contract of Sale and Seller may terminate this Agreement and Purchaser shall be liable to Seller for damages caused by such alteration or occupation of the Property prior to closing. Purchaser's deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in paragraph 19 of this Addendum.

8. **CONDITION OF PROPERTY**.

   a. PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY, SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY. Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the date of closing. PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY. Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Seller makes no representation or warranty as to whether the Property is connected to or served by a public sewer or a water supply. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer or water supply,

STAND FIRM

notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement or representation is specifically waived, disclaimed, and rendered null and void. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser or Purchaser's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.

b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are expert in the detection or remediation of mold, mildew, fungus and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property in Section 9 of this Addendum, to inspect the Property for mold, mildew, fungus and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings and structural components of the Property. Purchaser understands and acknowledges that, in its efforts to put the Property in marketable condition, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among other things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents shall be liable for any claims or losses that Purchaser, Purchaser's family members, Purchaser's successors and/or assigns, or persons occupying the Property as guests, tenants or licensees of Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.

9. **INSPECTIONS.** Seller authorizes Purchaser, at Purchaser's expense, to make a complete inspection of the Property within ten (10) calendar days from the final execution date (Seller's acceptance date) of the Contract of Sale. The purpose of the inspection(s) will be to inform Purchaser in a written report or reports if the Property is in a condition materially different than Purchaser expected when making the offer to purchase the Property by executing the Contract of Sale. Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the property and to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. No inspections may be made by any building or zoning inspector or government employee without the prior written consent of Seller. In the event the inspection reveals material deficiencies, Purchaser may cancel the Contract of Sale. To cancel in such event, Purchaser must, **within twelve (12) calendar days from the final execution date of the Contract of Sale**, provide Seller with written notice of cancellation, together with the inspection report(s) and a written designation of the deficiencies. PURCHASER'S FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION, TOGETHER WITH THE INSPECTION REPORT(S) AND THE DESIGNATION OF DEFICIENCIES, WITHIN THE TWELVE (12) DAY TIME PERIOD SHALL CONCLUSIVELY BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY AND TO PROCEED WITH THE TRANSACTION.

10. **COMPLIANCE CERTIFICATES**. Any obligation of Seller to obtain a compliance certificate relating to the Property (such as a certification relating to smoke detectors) shall not apply in the event the Property is not in habitable condition, unless otherwise required by law.

11. **TERMITES/WOOD DESTROYING INSECTS**. Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects unless Seller specifically agrees to do so as indicated below.
    a. (☐) Seller **shall not** repair or treat any such damage caused by termites or wood destroying insects.
    b. (☐) Seller agrees to limited repairs and/or treatment of damage caused by termites or other wood destroying insects.
    THE PARTIES AGREE THAT THE COST TO SELLER FOR SUCH REPAIRS AND/OR TREATMENTS SHALL NOT EXCEED $_____. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such termite repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser.

SAMPLE

12. **REPAIRS**. Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed $_____ _____. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the deposit paid by Purchaser. PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING.

13. **INDEMNIFICATION**. Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing.

14. **FINANCING**. The type of financing shall be as follows (check either paragraph a or b below as applicable):
    a. (☐) Purchaser shall apply for financing from a third party financial institution in the form of a first mortgage secured by the Property in the amount of $__ _____. Purchaser agrees to accept a prevailing rate of interest at the time of closing. *Also check one of the following as applicable:*
        (☐) Conventional, (☐)FHA, (☐)VA,
        (☐) Other:_____.
    b. (☐) Purchaser shall pay ALL CASH at closing, with no financing involved in this transaction.

15. **APPLICATION FOR FINANCING**. If this sale is being financed, Purchaser shall have five (5) business days from the final execution date of the Contract of Sale to make loan application. The Contract of Sale may be canceled by Seller in the event Purchaser is not "prequalified" by a lender within seven (7) business days from the final execution date of the Contract of Sale.

16. **NOT CONTINGENT UPON PURCHASER'S SALE OF REAL ESTATE**. Notwithstanding any other provision of the Contract of Sale (including, if applicable, any financing contingency), in no event shall this Agreement be contingent upon the ability of the Purchaser to sell or close other real estate owned by Purchaser.

17. **CLOSING COSTS/CONCESSIONS**.
    a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.
    b. Purchaser shall pay all of a purchaser's customary closing costs (which shall include lender charges, survey and any FHA/VA non-allowables), except for Seller's contribution toward such closing costs. The amount to be contributed by Seller toward closing costs shall not exceed $_____. Seller's contribution may be applied to any or all of the following actual expenses: FHA or VA non-allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-paid expenses, survey, appraisal and home warranty. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 14 of this Addendum.
    c. Purchaser may choose the title insurance company for the closing. If Purchaser agrees to use the title insurance company utilized by the Seller's attorney or agent, then Seller agrees to pay for Purchaser's Owner's Title Policy. SELLER WILL NOT BE OBLIGATED TO PAY ANY PORTION OF THE COST OF AN OWNER'S TITLE POLICY IF THE POLICY IS NOT OBTAINED FROM THE TITLE INSURANCE COMPANY UTILIZED BY SELLER'S ATTORNEY OR AGENT.

18. **TRANSFER TAXES/TAX STAMPS**. Seller is exempt from payment of state taxes and tax stamps on deeds, mortgages and notes (12 U.S.C 1452(e)) and if payment of such state taxes or stamps is necessary to record the deed or mortgage, the tax will be paid by Purchaser and will not be considered part of closing costs.

19. **DEFAULT/REMEDIES**. In the event that either party fails or refuses to proceed to settlement for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda), Purchaser and Seller acknowledge and agree that the economic consequences of such action by either party, considered at the time of contract formation, are speculative and uncertain. In such event, Purchaser and Seller agree that the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise

SAMPLE

be available at law or in equity. Therefore, in the event that Seller fails or refuses to proceed to settlement in violation of the Contract of Sale, Purchaser's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars ($1,000.00). Seller shall promptly tender said sum upon demand from Purchaser. In the event that Purchaser fails or refuses to proceed to settlement in violation of the Contract of Sale, Seller's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars ($1,000.00). Purchaser shall promptly tender said sum upon demand from Seller. Purchaser and Seller each agree to accept the specified liquidated damages as full and complete compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to settlement in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of lis pendens, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement, and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

20. **ASSIGNMENT**. Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of this Agreement.

21. **PURCHASER'S REPRESENTATIONS**. Purchaser represents that:

i. Purchaser ☐intends ☐does not intend to occupy the Property as Purchaser's primary residence.

ii. Purchaser ☐is ☐ is not related by blood or marriage to the previous owner of the Property.

iii. Purchaser ☐is ☐ is not currently an active supplier approved to perform paid services for HomeSteps or a relative of the supplier.

iv. FREDDIE MAC EMPLOYEES AND THEIR IMMEDIATE HOUSEHOLD MEMBERS, ARE PROHIBITED FROM PURCHASING HOMESTEPS PROPERTIES. Purchaser or a member of Purchaser's immediate household ☐is ☐is not an employee of Freddie Mac. (An immediate household member means a member of the employee's family who currently resides in the employee's home, a non-resident spouse, and a non-resident minor child or dependent for whom the employee has responsibility.)

v. If Purchaser is a HomeSteps Supplier (as defined in "HomeSteps' Supplier Code of Conduct"), or an employee and/or immediate family member of a HomeSteps Supplier, Purchaser represents that Purchaser has not accessed HomeSteps information including the Property's valuation and/or analysis, provided ancillary services such as "trash-outs" and maintenance (including but not limited to lawn care or repairs to the Property), or participated in the management of the Property at any time during the entire property management and sale process; and Purchaser represents that Purchaser will not engage in any such activities.

PUCHASER ACKNOWLEDGES THAT SELLER WILL RELY ON THE FOREGOING REPRESENTATIONS, AND ANY MISREPRESENTATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

22. **ACCEPTANCE OF DEED.** The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract of Sale. Upon the acceptance of a deed the Contract of Sale shall be deemed to be merged into the deed and the Seller's obligations to Purchaser shall be governed solely by the terms of the deed and shall be a bar against any action by the Purchaser against the Seller for any claim based upon the Contract of Sale.

23. **REAL ESTATE COMMISSION.** The real estate commission shall be paid to the Listing Broker pursuant to the terms of a separate agreement between Broker and Seller as follows (check either "a" or "b" below):

a. (☐) The real estate commission due the Listing Broker, subject to any existing referral agreement, shall be % of the contract sale price. **OR**

b. (☐) The real estate commission due the Listing Broker, subject to any existing referral agreement, shall be the minimum flat fee of $.

SAMPLE

The closing agent is authorized and directed to pay Broker's fee from the sale proceeds at closing. No fee shall be paid to Broker unless closing is completed.

24. **HOMEOWNERS ASSOCIATION ASSESSMENTS**. Seller shall not be responsible for any homeowner's association assessments that accrued prior to the date Seller acquired the property.

25. **NOTICES**. Any notices required to be given hereunder shall be deemed delivered when actually received when delivered by hand or overnight delivery. Such notices shall be deemed delivered five days after mailing when mailed by first class mail, postage prepaid. Notices sent by fax or electronic mail shall be deemed delivered when received with confirmation of successful transmission to the appropriate designated fax number or e-mail address during regular business hours (Monday through Friday from 9:00 am to 5:00 p.m. recipient's local time). Fax transmissions and e-mail received outside regular business hours shall be deemed delivered the next business day. All notices to Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker, agent, or attorney. All notices to Purchaser will be deemed sent or delivered to Purchaser when sent or delivered to Purchaser or Purchaser's agent or attorney. All notices or disclosures that may be delivered by Seller may be delivered by Seller's agent or attorney.

26. **KEYS.** Purchaser acknowledges that the Property may be on a master key system to enable access by Seller and its suppliers. Purchaser acknowledges that Seller recommends that Purchaser re-key the Property after closing.

27. **ATTORNEY REVIEW**. Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding this Agreement. Accordingly, the Parties agree that the terms of this Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any party because that party failed to understand the legal effect of the provisions of this Agreement.

28. **SEVERABILITY**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

29. **ALTERNATIVE DISPUTE RESOLUTION.** In the event that the Contract of Sale to which this Addendum is made a part contains a form of alternative dispute resolution other than through resort to legal action, if that form of alternative dispute resolution seeks to impose a binding method of resolution or settlement then Purchaser and Seller agree that such alternative dispute resolution term shall be of no force or effect, and is hereby revoked.

30. **LEGAL FEES**. In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.

SAMPLE

31. **ADDITIONAL CONDITIONS**.

_____

_____

_____

_____

_____

_____

_____

_____

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL

SELLER:

FEDERAL HOME LOAN MORTGAGE CORPORATION

BY: _____

TITLE: _____

DATE: _____

PURCHASER(S):

BY: _____

BY: _____

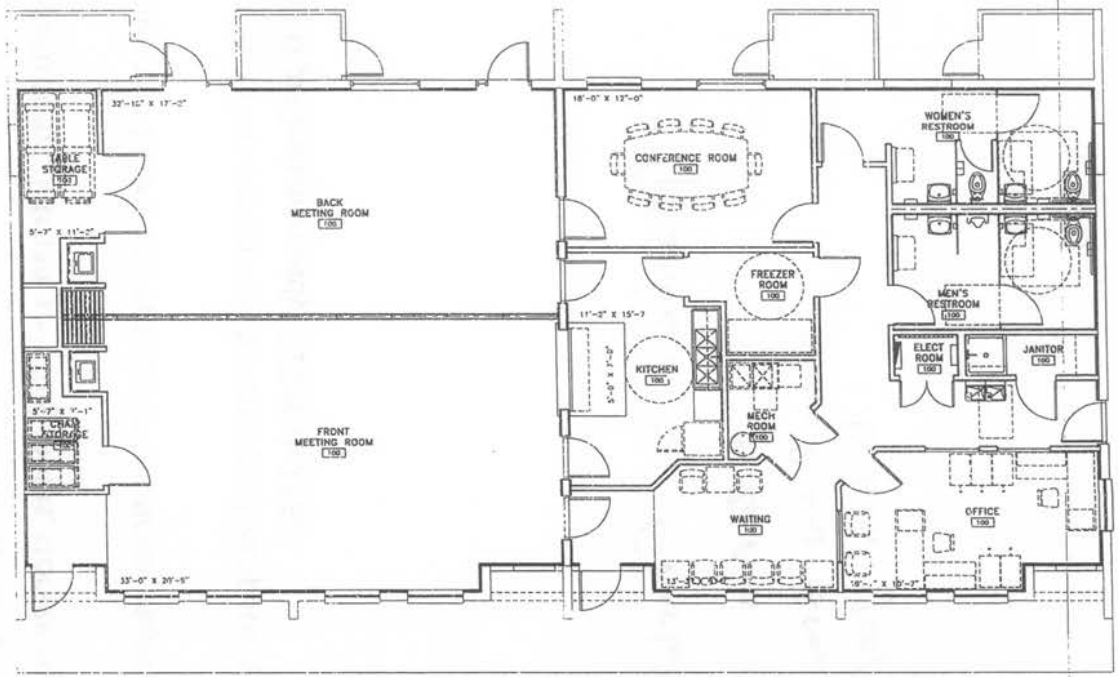
DATE: _____

SAMPLE

SWAG POINTS

1. Changing the function of a building requires A&E services with a cost of 10-12% of the total cost of the project.
2. Complete change out of all HVAC, Electrical, Plumbing and Life Safety/Fire Alarm Systems due to change from residential to commercial use.
3. Interior demolition of walls and structural components will be required to build new ADA restrooms , kitchen, meeting rooms, storage rooms and an office.
4. Potential unknown conditions may represent additional major costs during renovations
5. A cost of $60 to 80 dollars per sq foot to renovate this space is estimated by the Architect in his preliminary study. $192K to 256K

Provided by Charlie Jackson
9:26 AM 1/11/11
based on drawings provided
to him 1/10/11



FLOOR PLAN

SCALE: 1/4"=1'-0"

NOTE: ALL DIMENSIONS ARE TO FACE OF STUD, EDGE OF SLAB, OR CENTERLINE OF DOOR OR WINDOW

SKINNER VIGNOLA McLEAN, INC.
ARCHITECTS & PLANNERS
1628 N. W. 6th Street
Gainesville, Florida 32609
Florida Certificate No. AA3478
(352) 378-4400
FAX (352) 377-5378

PROPOSED RENOVATIONS OF THE SW COMMUNITY RECREATION CENTER FOR ALACHUA COUNTY
GAINESVILLE, FL SVM #0124XX

DATE: 01/07/11
DRAWN BY: D.A.M.
CHECKED BY: H.J.M.
REVISIONS:

FLOOR PLAN

SHEET A2

County Manager's Report January 11, 2011

1. **Sales Tax Meeting:** At the Informal Meeting there was a discussion on planned meeting for the community which had been planned for January. The Commission requested we defer the meeting until February. I would like to have direction on the desired format of this meeting.

2. **Chair Letter to U.S. EPA:** As on the Supplemental Agenda: Authorization for Chair Letter to United States Environmental Protection Agency regarding Beazer dioxin soil test results (see 2 letters attached to the Supplemental Agenda)

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula M. DeLaney, *Vice Chair*
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 11, 2011

Mr. Scott Miller
Remedial Project Manager
Superfund Division, Superfund Remedial Branch Section C
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Re: Alachua County concerns with Beazer's letter to property owners regarding dioxin soil test results

Dear Mr. Miller:

The Alachua County Board of County Commissioners (BoCC) has been informed of the attached December 30, 2010 notification letter from Beazer East, Inc., to certain property owners and tenants in the Stephen Foster Neighborhood adjacent to the Koppers Superfund site. The Beazer letter reports test results of recent soil sampling on residential and commercial properties in the neighborhood.

The test results confirm that yard soils at a number of residential properties are contaminated with dioxins at levels above the default State of Florida Residential Soil Clean-up Target Level (SCTL), 7 parts per trillion (ppt). In addition, soil test results for several commercial properties indicate soil dioxin levels that exceed the State's Commercial SCTL (30ppt).

The Board of County Commissioners wants to reaffirm our support for USEPA's intention to use the State of Florida default STCL's as soil cleanup goals for dioxin contaminated residential and commercial properties (7 ppt residential and 30 ppt commercial). The Beazer December 30th letter states Beazer's proposal to use a less protective residential property cleanup goal of 95 ppt.

Alachua County also supports USEPA's intention to require further soil testing in a wider geographic area to fully determine compliance with the State SCTL's (7 ppt residential and 30 ppt commercial). The recent test results indicate that the extent of soil dioxin contamination in the neighborhood has still not been fully delineated.

Sincerely,

Lee Pinkoson, Chair
Alachua County Commission
chr11.033

LP/CB/jm

Attachment

cc: Board of County Commissioners
Randall H. Reid, County Manager
Dave Wagner, County Attorney
Mayor Craig Lowe
Gainesville City Commission
Russ Blackburn, City Manager
Fred Murry, Assistant City Manager
Marion Radson, City Attorney
Kelsey Helton, FDEP
Department File

January 11, 2011 Regular BOCC Meeting
Agenda Item #19

Title
Approval of the Board of County Commissioners Minutes (Amended)

Amount
N/A

Description
Approval of the Board of County Commissioners Minutes of: August 17, 2010, September 28, 2010, October 12, 2010, and October 26, 2010.

Recommendation
Approve the following minutes: August 17, 2010, September 28, 2010, October 12, 2010, and October 26, 2010.

Alternative(s)
Do not approve the minutes and provide direction.

Requested By
Bob Decker

Originating Department
Finance and Accounting

Attachment(s) Description
Minutes of the following meetings: August 17, 2010, September 28, 2010, October 12, 2010, and October 26, 2010.

Documents Requiring Action
Minutes of the following meetings: August 17, 2010, September 28, 2010, October 12, 2010, and October 26, 2010.

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: BOCC 09282010.pdf
Attachment: BOCC 101210.pdf
Attachment: BOCC 08172010.pdf
Attachment: BOCC 102610.pdf

Tuesday, August 17, 2010 – 1:30 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners met in special session.

PRESENT: Chair Cynthia Moore Chestnut, presiding, Vice-Chair Lee Pinkoson, Commissioners Mike Byerly, Paula M. DeLaney and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, Assistant County Attorney David Schwartz, Clerk J.K. Irby, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

Chair Chestnut called the meeting to order at 1:30 P.M.

The meeting was televised live on Cox Cable Channel 12.

ADOPTION OF THE AGENDA

Commissioner Pinkoson moved to adopt the agenda. The motion carried 3-0 with Commissioners Byerly and DeLaney out of the room.

FISCAL YEAR 2011-2012 BUDGET DEVELOPMENT OVERVIEW AND UPDATE

County Manager Randall Reid and Senior Financial Analyst Kent Cichon presented the above item.

Commissioner Byerly entered the room at 1:34 P.M.

Commissioner DeLaney entered the room at 1:38 P.M.

Chair Chestnut recognized Financial Analyst John Brower, Clerk of the Circuit Court J.K. Irby, Office of Management and Budget Director Suzanne Gable, County Manager Randall Reid, and the Honorable Chief Judge Martha A. Lott, who presented comments to the Board.

BUDGET DISCUSSION – CONSTITUTIONAL OFFICERS

Sheriff Sadie Darnell, Tax Collector Von Fraser, Tax Collector's Office Director of Finance Jon Costabile, and Sheriff's Office Chief Financial Officer Patti Justice presented the above item.

Commissioner Byerly moved to refer to staff the report from the Sheriff and request analysis on the numbers and statistics cited in the report.

Chair Chestnut recognized Sheriff Sadie Darnell who presented comments to the Board.

Commissioner Byerly moved the substitute motion to refer to staff the report from the Sheriff and request analysis on the numbers and statistics cited in the report and direct staff to consider new Community Resource Center.

Chair Chestnut recognized Sheriff Sadie Darnell, Bruce Nelson, Frank Fiordalisi, Herbert Cook, John Beck, Rod Gonzales, and Brandon Kutner, who presented comments to the Board.

The motion carried 5-0.

FEE SCHEDULE

Senior Financial Analyst Kent Cichon presented the above item.

Chair Chestnut recognized County Manager Randall Reid who presented comments to the Board.

COMMISSION GENERAL AND INFORMAL DISCUSSION

There were no comments from the Commissioners.

CITIZEN COMMENTS

There were no citizens present who wished to provide comments to the Board.

County Manager Randall Reid requested direction from the Board concerning which staff members needed to be present for the evening special meeting.

Commissioner Long requested that staff review the cuts in the BOCC's budget in order to compare them to the Sheriff's budget.

There being no further business the meeting was adjourned at 3:43 P.M.

_____

J. K. Irby, Clerk to the Board
of County Commissioners

Tuesday, September 28, 2010 – 9:00 A.M. and 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners met in regular session.

PRESENT: Chair Cynthia Moore Chestnut, presiding, Vice-Chair Lee Pinkoson, Commissioners Mike Byerly, Paula M. DeLaney and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Clerk J.K. Irby, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

Chair Chestnut called the meeting to order at 9:00 A.M.

The meeting was televised live on Cox Cable Channel 12.

Invocation

1. Invocation by Pastor Benton Mangueira, First United Methodist Church of High Springs
   Amount: N/A
   Recommended Action: Hear Invocation by Pastor Benton Mangueira, First United Methodist Church of High Springs.

Pastor Benton Mangueira of the First United Methodist Church of High Springs gave the invocation.

Pledge of Allegiance

2. Pledge
   Amount: N/A
   Recommended Action: Hear Pledge.

Chair Chestnut led the Pledge of Allegiance.

Approval of Agenda

3. Approve the Agenda
   Amount: N/A

Recommended Action: A Motion to Approve the Agenda: (a) approve any amendments to the Regular and Consent Agenda; (b) adopt the Regular Agenda; and (c) approve all items on the Consent Agenda.

County Manager Randall Reid presented the following amendments to the agenda:

1. Supplemental backup was added to item 11, NCF Renewable RC and D Council.
2. Backup was added to item 17, Performance Bond Upgrade of e911.
3. Backup was added to item 25, Public Hearing for SE 193 Avenue Street Vacation.
4. A presentation of a Proclamation declaring Pink Heals Week was added to the agenda.

Commissioner Pinkoson requested that item 35 be moved from the Consent Agenda to the Regular Agenda.

Commissioner Long requested that item 31 be pulled from the agenda and moved to the October 12, 2010 agenda.

Commissioner Pinkoson moved to adopt the agenda as modified. The motion carried 5-0.

Announcements

4. Announcements, Mark Sexton, Communications Coordinator
Amount: N/A
Recommended Action: Hear Announcements by Mark Sexton Communications Coordinator.

Communications Coordinator Mark Sexton presented the following items:

1. The Board of County Commissioners will hold a Public Hearing on the update of the Alachua County Comprehensive Plan on Tuesday, October 5, 2010, at 5:00 P.M. in the Jack Durrance Auditorium, 12 Southeast First Street, Gainesville, FL. For more information please call (352) 374-5249.

2. To help celebrate Pink Heals week, the Guardians of the Ribbon, a fleet of pink fire trucks, will be at the Bo Diddley Community Plaza on Thursday, September 30, 2010 from 2:00 P.M. to 3:00 P.M. and at the Gainesville Ale House at 3950 SW Archer Road later in the day. For more information call Kevin Rulapaugh at (352) 215-9712.

3. The Alachua County website is in the process of being redesigned to include video for each county department. The Alachua County website is http://www.alachuacounty.us/.

Chair Chestnut thanked the 20 Pearls Foundation and Alpha Kappa Alpha Sorority for their Breast Cancer Awareness Month public awareness program on October 1, 2010.

Community Outreach

Recognitions and Proclamations

6. Proclamation: "Fire Prevention Week" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring October 3 - 9 as "Fire Prevention Week" in Alachua County, Florida.

Chair Chestnut read and presented the Proclamation to Fire Marshal Mark Smith who accepted it with gratitude.

Chair Chestnut recognized Fire Marshal Mark Smith who presented comments to the Board.

7. Proclamation: "American Airlines Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring October 1, 2010 as "American Airlines Day" in Alachua County, Florida.

Commissioner DeLaney read and presented the Proclamation to Gainesville Regional Airport Chief Executive Officer Allan Penksa who accepted it with gratitude.

Chair Chestnut recognized Gainesville Regional Airport Chief Executive Officer Allan Penksa who presented comments to the Board.

Appointments

8. Library District Board of Trustees: Nomination of Three Citizens
Amount: N/A
Recommended Action: Nominate three applicants for consideration for appointment to the Library District Board of Trustees.

Chair Chestnut recognized Leslie McElvey, Dorothea Roebuck-Hawes, Michael Schwartz, and Ora White, who presented comments to the Board.

Clerk Irby called the roll for each Commissioner's nomination for three applicants for the County's representative on the Library District Board of Trustees.

Commissioner Byerly nominated April Hines, Michael Schwartz, and Ora White. Commissioner DeLaney nominated Dorothea Roebuck-Hawes, Michael Schwartz, and Ora White. Commissioner Long nominated April Hines, Ida Rawls, and Ora White. Commissioner Pinkoson nominated April Hines, Ida Rawls, and Ora White. Chair Chestnut nominated Dorothea Roebuck-Hawes, Michael Schwartz, and Ora White.

Commissioner Byerly moved to appoint Ora White, Michael Schwartz, and April Hines for consideration to the Alachua County Library District Board of Trustees. The motion carried 5-0.

Time Certain Items

Public Comments (9:30 AM)

5. AM Public Comments
Amount: N/A
Recommended Action: Hear Public Comments.

Chair Chestnut recognized Carolyn Khalfani, Ken Van Nortwick, Christy Finnegan, Rachael Morris, Bob Barnas, and Clara Horton, who presented comments to the Board.

Appointments (continued)

9. Fair Housing/Human Rights Advisory Board Appointment
Amount: N/A
Recommended Action: Appoint one to a citizen-at-large position on the Fair Housing/Human Rights Advisory Board, term ending June 2012.

Clerk Irby called the roll for each Commissioner's nomination for the citizen-at-large position on the Fair Housing/Human Rights Advisory Board with a term ending June 2012.

Commissioners Byerly, DeLaney, Long, and Chair Chestnut nominated Julia Boyd. Commissioner Pinkoson nominated Prentiss Nelson.

Commissioner Byerly moved to appoint Julia Boyd to the citizen-at-large position on the Fair Housing/Human Rights Advisory Board with a term ending June 2012. The motion carried 5-0.

10. Veteran Services Advisory Board Appointments
Amount: N/A

Recommended Action: Appoint six citizens and confirm the nominations of five to the Veteran Services Advisory Board.

Commissioner Pinkoson moved to confirm Peter Sabo as the American Legion Representative to the Veteran Services Advisory board with a term ending August 2012, Bob Gasche as the Marine Corps League Representative to the Veteran Services Advisory board with a term ending August 2013, James Gleason as the Military Officers of America Representative to the Veteran Services Advisory board with a partial term ending August 2011, then to a full term ending August 2015, Richard Lester as the Veterans of Foreign Wars Representative to the Veteran Services Advisory board with a term ending August 2012, and Luz Tipton as the Disabled American Veterans Representative to the Veteran Services Advisory board with a term ending August 2013. The motion carried 5-0.

Chair Chestnut recognized Richard E. Davis who presented comments to the Board.

Clerk Irby called the roll for each Commissioner's nomination for the Korean War Veteran position on the Veterans Services Advisory Board with a term ending August 2014.

Commissioners Byerly, DeLaney, Long, Pinkoson, and Chair Chestnut nominated Richard E. Davis.

Commissioner Long moved to appoint Richard E. Davis to the Korean War Veteran position on the Veterans Services Advisory Board with a term ending August 2014. The motion carried 5-0.

Commissioner Pinkoson moved to appoint Terry Martin-Back to the Gulf War Veteran position on the Veterans Services Advisory Board with a term ending August 2012. The motion carried 5-0.

Chair Chestnut recognized Leland Andrew Hill who presented comments to the Board.

Clerk Irby called the roll for each Commissioner's nomination for the Iraqi Freedom or Enduring Freedom Veteran position on the Veterans Services Advisory Board with a term ending August 2014.

Commissioners Byerly, DeLaney, Long, Pinkoson, and Chair Chestnut nominated Leland Andrew Hill.

Commissioner Long moved to appoint Leland Andrew Hill to the Iraqi Freedom or Enduring Freedom Veteran position on the Veterans Services Advisory Board with a term ending August 2014. The motion carried 5-0.

Chair Chestnut recognized Jim Lynch who presented comments to the Board.

Clerk Irby called the roll for each Commissioner's nomination for the Citizen at Large position on the Veterans Services Advisory Board with a partial term ending August 2011, then to a full term ending August 2014.

Commissioners Byerly, DeLaney, Long, Pinkoson, and Chair Chestnut nominated Jim Lynch.

Commissioner Long moved to appoint Jim Lynch to the Citizen at Large position on the Veterans Services Advisory Board with a partial term ending August 2011, then to a full term ending August 2014. The motion carried 5-0.

Clerk Irby called the roll for each Commissioner's nominations for two Citizen at Large positions on the Veterans Services Advisory Board: one with a term ending August 2013, the other to a term ending August 2012.

Commissioners Byerly and Long nominated Bernice Campbell and Phil Newman. Commissioners DeLaney and Pinkoson and Chair Chestnut nominated Phil Newman and Donald Sherry.

Commissioner Pinkoson moved to appoint Phil Newman to the Citizen at Large position on the Veterans Services Advisory Board with a term ending August 2013, and Donald Sherry to the Citizen at Large position on the Veterans Services Advisory Board with a term ending August 2012.

Commissioner Byerly left the room at 9:56 A.M.

The motion carried 4-0, with Commissioner Byerly out of the room.

Constitutional Officers/Other Governmental Units

31. Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation
Amount: $95,265.00
Recommended Action: Adopt the resolution, approve the budget amendment and sign and initial the award document where indicated for the Edward Byrne Memorial Justice Assistance Grant.

Chair Chestnut recognized Alachua County Sheriff's Office Grants and Legislative Director Kelly Amerson, who presented the above item.

Commissioner Byerly entered the room at 9:58 A.M.

Chair Chestnut recognized Clinical Programs Manager Jim Santangelo who presented comments to the Board.

Commissioner Long moved to suspend the rules of the Board in order to take action on the above item. The motion carried 5-0.

Commissioner Long moved to adopt Resolution 10-85, approve the budget amendment and sign and initial the award document where indicated for the Edward Byrne Memorial Justice Assistance Grant. The motion carried 5-0.

Presentations

11. Presentation: North Central Florida (NCF) Renewable Resource Conservation and Development (RC and D) Council Update
Amount: N/A
Recommended Action: Hear presentation update from the NCF Renewable RC and D Council.

NCF Renewable RC and D Council Coordinator Tom Cunilio presented the above item.

By consensus, the Board directed the Public Works and Environmental Protection Departments to investigate using perennial peanuts as landscaping material in medians.

Commissioner Byerly moved to refer to staff the impacts of the NCF RC and D report. The motion carried 5-0.

12. Presentation by Ken Van Nortwick, Reichert House
Amount: N/A
Recommended Action: Hear presentation by Ken Van Nortwick, Reichert House.

Reichert House Administrative Director John Alexander, Reichert House Advisory Board Chair Tommy Howard, and Reichert House Program Manager Ken Van Nortwick presented the above item.

Governmental Units

County Manager

13. Fiscal Year 2010-2011 Executive Service, Non-Bargaining and Guardian Ad Litem Pay Plans

Amount: N/A
Recommended Action: 1. Approve the Fiscal Year 2010-2011 Executive Service, Non-Bargaining and Guardian Ad Litem Pay Plans. 2. Approve a pay grade realignment of the Energy Management Supervisor classification from pay grade 14 (annual salary range $37,779.66 - $60,447.30) to pay grade 17 (annual salary range $44,110.77 - $70,577.10). 3. Approve the addition of a new classification, Wellness Coordinator (Pay grade 14, annual salary $37,779.66 - $60,447.30), to the Non-Bargaining Pay Plan. 4. Approve pay rates for employees appointed to Temporary and Unclassified Service to be set at the minimum rate of the appropriate salary range. 5. Approve the current pay rate for Interns: Undergraduate Interns at $7.50 per hour; Graduate Interns at $10.00 per hour; Management Interns at $15.00 per hour.

Administrative Services Director Betty Baker presented the above item.

Chair Chestnut recognized County Manager Randall Reid, Human Resources Manager Kim Baldry, and Assistant Clerk/Finance Director Todd Hutchison, who presented comments to the Board.

Commissioner Long moved: 1. Approve the Fiscal Year 2010-2011 Executive Service, Non-Bargaining and Guardian Ad Litem Pay Plans. 2. Approve a pay grade realignment of the Energy Management Supervisor classification from pay grade 14 (annual salary range $37,779.66 - $60,447.30) to pay grade 17 (annual salary range $44,110.77 - $70,577.10). 3. Approve the addition of a new classification, Wellness Coordinator (Pay grade 14, annual salary $37,779.66 - $60,447.30), to the Non-Bargaining Pay Plan. 4. Approve pay rates for employees appointed to Temporary and Unclassified Service to be set at the minimum rate of the appropriate salary range. 5. Approve the current pay rate for Interns: Undergraduate Interns at $7.50 per hour; Graduate Interns at $10.00 per hour; Management Interns at $15.00 per hour.

Chair Chestnut requested that item 5 be removed from the motion.

Commissioner Long moved the substitute motion: 1. Approve the Fiscal Year 2010-2011 Executive Service, Non-Bargaining and Guardian Ad Litem Pay Plans. 2. Approve a pay grade realignment of the Energy Management Supervisor classification from pay grade 14 (annual salary range $37,779.66 - $60,447.30) to pay grade 17 (annual salary range $44,110.77 - $70,577.10). 3. Approve the addition of a new classification, Wellness Coordinator (Pay grade 14, annual salary $37,779.66 - $60,447.30), to the Non-Bargaining Pay Plan. 4. Approve pay rates for employees appointed to Temporary and Unclassified Service to be set at the minimum rate of the appropriate salary range. The motion carried 5-0.

Support Services Group

14. Inmate Medical Care Budget
Amount: $913,032.00
Recommended Action: Approve the budget amendment using General Fund Reserves to increase the inmate medical care budget for anticipated expenses incurred in FY10.
Administrative Support Manager Ron Akins presented the above item.

Commissioner Pinkoson moved to approve the budget amendment using General Fund Reserves to increase the inmate medical care budget for anticipated expenses incurred in FY10. The motion carried 5-0.

Community Planning Group

(The following item was moved by motion from the Consent to the Regular Agenda.)

35. Supervisor of Elections Rental Space: Third Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Star Garage Corporation for Supervisor of Elections Rental Space
Amount: $143,199.84
Recommended Action: Approve and execute the Third Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Star Garage Corporation for Rental Space, Star Garage, Suite 8, Supervisor of Elections, to extend the Lease Agreement through September 30, 2011.

Facilities Director Charlie Jackson presented the above item.

Commissioner Long moved to approve and execute the Third Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Star Garage Corporation for Rental Space, Star Garage, Suite 8, Supervisor of Elections, to extend the Lease Agreement through September 30, 2011. The motion carried 5-0.

15. Local Intergovernmental Team Recommendations on USEPA Superfund Proposed Plan for Clean-up of Cabot-Koppers Superfund Site
Amount: N/A
Recommended Action: 1)The Board of County Commissioners (BoCC) hear and provide input to staff recommendations and authorize the Chair of the Board of County Commissioners to send the recommendations to USEPA prior to October 15, 2010. 2) The BOCC authorize LIT staff to compile electronic file of relevant documents requested to be included in the Administrative Record and submit to USEPA with final LIT recommendations by October 15, 2010.

Environmental Protection Director Chris Bird, City of Gainesville Assistant City Manager Fred Murry, Pollution Prevention Manager John Mousa, and Gainesville Regional Utilities Supervising Utilities Engineer Rick Hutton presented the above item.

Commissioner Pinkoson moved 1. Authorize Local Intergovernmental Team (LIT) staff to compile an electronic file of relevant documents requested to be included in the Administrative Record and submit it to the United States Environmental Protection Agency with Final County Recommendations by October 15, 2010. 2. Authorize the Chair to transmit the County's recommendations including modifications and supporting comments to the USEPA before October 15, 2010. 3. Authorize the Chair to send a letter to the Center for Disease Control requesting investigation of resident health concerns.

Chair Chestnut recognized Clara Horton, Robert Pearson, Kayla Sosnow, City of Gainesville Assistant City Manager Fred Murry, and Pollution Prevention Manager John Mousa, who presented comments to the Board.

The motion carried 5-0.

16. CR 236 Resurfacing Project - 30 Percent Plans
Amount: N/A
Recommended Action: Approve the 30 percent design plans for CR 236 as proposed and direct staff to proceed with the design stage and return to the Board of County Commissioners at 90 percent.

Senior Engineering Technician Chris Zeigler and County Engineer David Cerlanek presented the above item.

Commissioner Pinkoson moved to approve the 30 percent design plans for CR 236 as proposed and direct staff to proceed with the design stage and return to the Board of County Commissioners at 90 percent with cost estimates for 2 feet and 4 feet paved shoulders.

Chair Chestnut recognized County Engineer David Cerlanek, Senior Engineering Technician Chris Zeigler, and County Manager Randall Reid, who presented comments to the Board.

The motion carried 4-1, with Commissioner Byerly voting nay.

Community Services Group

17. Kraus Associates, Inc. Agreement to purchase Next Generation 911 (NG911) Emergency Telephone System
Amount: $1,961,518.58

Recommended Action: Approve the Agreement between Alachua County and Kraus Associates, Inc. to purchase Next Generation 911 Emergency Telephone System.

E-911 Coordinator Keith Godwin presented the above item.

Commissioner Byerly left the room at 12:28 P.M.

Commissioner Pinkoson moved to approve the Agreement between Alachua County and Kraus Associates, Inc. to purchase Next Generation 911 Emergency Telephone System. The motion carried 4-0 with Commissioner Byerly out of the room.

18. Surtax Use Plan Revision
Amount: N/A
Recommended Action: Approve the changes to Surtax use Plan.

CHOICES Director Bob Bailey presented the above item.

Commissioner Pinkoson moved to approve the changes to the Surtax Use Plan. The motion carried 4-0 with Commissioner Byerly out of the room.

19. Requesting the use of reserves in order to meet obligations of the Intergovernmental Radio Communication Program (IRCP)
Amount: $307,117 Total all funds
Recommended Action: Approve budget amendment authorizing the use of reserves.

Financial Analyst John Valinski presented the above item.

Commissioner Long moved to approve the budget amendment authorizing the use of reserves for the Intergovernmental Radio Communication Program (IRCP). The motion carried 4-0 with Commissioner Byerly out of the room.

County Manager Reports

20. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report to include Final Discussion of Tier 1 and Arbor House Funding Request.

County Manager Randall Reid presented the following items:

1. Arbor House request for funding

2. City of Waldo and Combined Communications Center Usage

Chair Chestnut recognized Assistant Clerk/Finance Director Todd Hutchison who presented comments to the Board.

By consensus, the Board approved a letter to the City of Waldo explaining that the County would continue to bill for Communications services.

3. Discussion of Tier 1 – Fiscal Year 2011 Adjusted Tentative Budget

Commissioner Long moved to include the Court Services Screening Team position in the Fiscal Year 2011 budget. The motion carried 3-1 with Commissioner Pinkoson voting nay and Commissioner Byerly out of the room.

Closing Comments

Public Comments - 15 minutes

21. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public.

There were no citizens present who wished to provide comments to the Board.

Commission Comments

22. Commission Comments
Amount: N/A
Recommended Action: Commission Comments.

Commissioner Long stated that he and Commissioner Pinkoson attended the Florida Association of Counties' Policy Committee meeting and that one of the items discussed was solid waste flow control. He further stated that the homeless breakfast would be held October 7, 2010 at the Bo Diddley Community Plaza. He thanked citizens who were involved in the event. He further stated that there would be a hunger summit held in November.

Chair Chestnut stated that the Board had received a letter and phone calls from the Sheriff requesting a meeting on October 12 to discuss the issues regarding the budget.

By consensus the Board authorized the Chair to transmit a letter to the Sheriff explaining that the Board wishes to hold a workshop in late November or early December to discuss budget issues.

MEETING RECESSED: **1:05 P.M.**
MEETING RECONVENED: **5:02 P.M.**

Evening Community Outreach and Public Hearing

Public Hearings

Regular Matters

(The Notice of Hearing on the following item appeared in the September 14, 2010 edition of the Gainesville Sun and Proof of Publication was filed with the Clerk to the Board.)

25. Public Hearing for SE 193 Avenue Street Vacation
Amount: N/A
Recommended Action: Deny the application to vacate SE 193 Avenue and provide findings of fact supporting the decision. Direct staff to incorporate findings into a resolution. That the Chair be authorized to execute any additional documents approved by the County Attorney necessary to complete this transaction.

County Surveyor Robert Wigglesworth presented the above item.

Commissioner Byerly moved to deny the application to vacate SE 193 Avenue and provide findings of fact supporting the decision.

Chair Chestnut opened the Public Hearing at 5:09 P.M.

Chair Chestnut recognized Ken Patterson, County Surveyor Robert Wigglesworth, and Jeff Lindstrom, who presented comments to the Board.

Commissioner Byerly moved the substitute motion to continue the item for 60 days.

Chair Chestnut recognized County Attorney David Wagner who presented comments to the Board.

Commissioner Byerly moved the substitute motion to continue the item until November 9, 2010.

Chair Chestnut recognized Ed Higginbotham, Development Program Manager Michael Fay, Duane Hatcher, and Jeff Lindstrom, who presented comments to the Board.

Chair Chestnut closed the Public Hearing at 5:36 P.M.

The motion carried 5-0.

Proclamations, Recognitions and Presentations

Added Item: Proclamation: "Pink Heals Week" in Alachua County, Florida

Chair Chestnut read and presented the Proclamation to Brett Sandlin who accepted it with gratitude.

Chair Chestnut recognized Brett Sandlin who presented comments to the Board.

Public Comments - then resume Public Hearing (5:30 PM)

24. PM Public Comments
Amount: N/A
Recommended Action: Hear PM Public Comments.

Chair Chestnut recognized Sallyise Lee, Jennifer Anchors, Frances Leslie, Anne Voyles, and James Nelson, who presented comments to the Board.

Proclamations, Recognitions and Presentations

23. Proclamation: "Constitution Week" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring September 17 through 23 as "Constitution Week" in Alachua County, Florida.

Chair Chestnut read and presented the Proclamation to Janet Messer and Dot Hope who accepted it with gratitude.

Commissioner Long left the room at 6:00 P.M.

Chair Chestnut recognized Janet Messer who presented comments to the Board.

Public Hearings

Regular Matters

(The Notice of Hearing on the following item appeared in the September 14, 2010 edition of the Gainesville Sun and Proof of Publication was filed with the Clerk to the Board.)

26. Public Hearing for Rutledge Community Street Vacation
Amount: N/A
Recommended Action: Adopt the Resolution to vacate portions of the un-named streets lying north and east of Lot 17 within the plat of the Rutledge Community. That the Chair be authorized to execute any additional documents approved by the County Attorney, necessary to complete this transaction.

County Surveyor Robert Wigglesworth presented the above item.

Commissioner Byerly moved to adopt the Resolution to vacate portions of the un-named streets lying north and east of Lot 17 within the plat of the Rutledge Community and to authorize the Chair to execute any additional documents approved by the County Attorney necessary to complete this transaction.

Chair Chestnut opened the Public Hearing at 6:02 P.M.

There were no citizens present who wished to speak in support of or in opposition to the above item.

Chair Chestnut closed the Public Hearing at 6:02 P.M.

The motion carried 4-0, with Commissioner Long out of the room.

28. Santa Fe Village Development of Regional Impact Proposed Comprehensive Plan Amendment Adoption Hearing
Amount: N/A
Recommended Action: Adopt the proposed Comprehensive Plan Amendments for the Santa Fe Development of Regional Impact.

Senior Planner Missy Daniels presented the above item.

Commissioner Long entered the room at 6:08 P.M.

Chair Chestnut recognized Impact Fee Administrator Jonathan Paul who presented comments to the Board.

Chair Chestnut left the room at 6:13 P.M.

Commissioner Long moved to adopt the proposed Comprehensive Plan Amendments for the Santa Fe Development of Regional Impact.

Vice-Chair Pinkoson opened the Public Hearing at 6:18 P.M.

Vice-Chair Pinkoson recognized Jim Dear and David Coffey, Esq., who presented comments to the Board.

Vice-Chair Pinkoson closed the Public Hearing at 6:19 P.M.

The motion carried 4-0, with Chair Chestnut out of the room.

Quasi-Judicial/Zoning Items

County Attorney David Wagner stated that while the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence, as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony.

Mr. Wagner further stated that all persons wishing to participate and speak on an issue at the public hearing would be sworn in prior to speaking during this proceeding. All persons will have the right, through the Chair, to ask questions, seek clarification of comments made and to respond to the comments or presentations of staff or other speakers, or to refute or respond to any ex-parte communication. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes.

Deputy Clerk Bob Decker asked if any Commissioner had received oral or written communication regarding the items. Mr. Decker requested that Commissioners disclose the substance of the communication and identify the person(s) making the communication(s).

Deputy Clerk Bob Decker swore those present who wished to present testimony concerning item 29.

New Business

29. Santa Fe Village Development of Regional Impact Substantial Deviation Development Order Adoption Hearing
Amount: N/A
Recommended Action: Adopt Ordinance approving the Development Order for the Santa Fe Village Development of Regional Impact.

Senior Planner Missy Daniels presented the above item.

Vice-Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner Long moved to adopt Resolution 10-89 including the Development Order for the Santa Fe Village Development of Regional Impact.

Vice-Chair Pinkoson opened the Public Hearing at 6:27 P.M.

There were no citizens present who wished to speak in support of or in opposition to the above item.

Vice-Chair Pinkoson closed the Public Hearing at 6:27 P.M.

The motion carried 4-0, with Chair Chestnut out of the room.

(The Notice of Hearing on the following item appeared in the September 24, 2010 edition of the Gainesville Sun and Proof of Publication was filed with the Clerk to the Board.)

27. Public Hearing: Adopt the FY11 Final Millage Rates and Final Budgets
Amount: N/A
Recommended Action: Conduct public hearing to adopt the final FY11 millage rates and final budgets for the General County, MSTU - Unincorporated Services, MSTU - Law Enforcement Funds, MSTU - Fire Protection Services and Alachua County Forever Debt Service Funds.

County Manager Randall Reid and Office of Management and Budget Director Suzanne Gable presented the above item.

Chair Chestnut entered the room at 6:30 P.M.

I. Introduction to the Public Hearing on Alachua County Fiscal Year 2010-2011 Final Budget

Chair Chestnut stated, "The Alachua County Board of County Commissioners convenes the Public Hearing on the Alachua County Fiscal Year 2010-2011 Final Millage Rates and Final Budget as required by Florida Statutes, Chapters 129 and 200.

"Chapter 200 requires that a Final Public Hearing on the budget be preceded by a two to five day notice of that hearing; Chapter 129 requires that the Board advertise a summary of the final budget. Here are proofs of publication that such notices have been given. A summary of the final County budget has been provided for public review

by means of advertisement in the Gainesville Sun on Friday, September 24, 2010 pursuant to these requirements.

"If anyone in our audience is here for the purpose of contesting their assessment, they should have filed a petition for adjustment with the Value Adjustment Board as of September 16, 2010. The petition forms were available in the Property Appraiser's Office.

"This evening we will take a number of actions related to the adoption of final millage rates and budgets. I encourage you, if you have not already done so, to get a copy of the agenda so you may more easily follow the proceedings this evening. Citizen comments will be taken following the overview of the final budget by the County Manager and the Office of Management and Budget Director.

"The County Attorney will now present an overview of the Truth-in-Millage Legislation followed by the County Manager's Explanation of the final and rolled-back millage rates."

II. Fiscal Year 2010-2011 Final Millage Rates and Final General County, Municipal Services Taxing Unit – Unincorporated Services, Municipal Services Taxing Unit – Law Enforcement, and Municipal Services Taxing Unit – Fire Protection Services Budgets

A. Overview of Truth-in-Millage Legislation

County Attorney David Wagner stated, "Truth-in-Millage (TRIM) Legislation was adopted by the State Legislature to ensure that taxpayers are advised of the public hearings at which the local taxing authorities' budgets and millage rates are considered and adopted. Local taxing authorities include the County, the municipalities, the School District, the Library District, and the Water Management Districts.

"Each year, the Property Appraiser completes an assessment of the value of all property and certifies to each taxing authority the taxable value of the property within its jurisdiction. Each taxing authority then notifies the Property Appraiser of its proposed millage rate, its rolled-back rate, and the date, time, and place of the public hearing to consider the proposed millage rate and the final budget. The Property Appraiser then sends a notice by first class mail to every taxpayer on the assessment roll. The notice contains information regarding the proposed millage rate and the time and place of the public hearing. The notice sent to taxpayers is called the TRIM notice. The TRIM notice lists what the taxes were for the prior year, what the taxes will be if the proposed budget changes are made, and what the taxes will be if millage rates are changed to the rolled-back rate. This information is listed for each taxing authority. The notice also lists all voted levies for debt service. The purpose of the TRIM notice is

to provide taxpayers with basic information to enable them to participate in the public hearing process of the various taxing authorities."

B. Explanation of the General County, Municipal Services Taxing Unit – Unincorporated Services, Municipal Services Taxing Unit – Law Enforcement, and Municipal Services Taxing Unit – Fire Protection Services Final and Rolled-back Millage Rates

County Manager Randall Reid stated, "One of the requirements of the Truth-in-Millage legislation is to provide information about why tentative millage rates are higher than the rolled-back millage rates. The final millage for the Board of County Commissioners County-wide levy is 8.3763 mills, which is 1.89 percent less than the rolled-back rate of 8.5377 mills. The final millage for the Board of County Commissioners Debt Service – Alachua County Forever levy is 0.2500 mills, which is 5.8 percent less than the rolled-back rate of 0.2653 mills. A roll back rate calculation for voted debt service is not required by the Department of Revenue but has been presented for informational purposes. The final millage for the Board of County Commissioners Municipal Services Taxing Unit – Unincorporated Services levy is 0.4124 mills, which is 4.89 percent less than the rolled-back rate of 0.4336 mills. The millage for the Board of County Commissioners Municipal Services Taxing Unit – Law Enforcement levy is 1.6710 mills, which is 1.89 percent less than the rolled-back rate of 1.7032 mills. The final millage for the Board of County Commissioners Municipal Services Taxing Unit – Fire Protection Services levy is 1.3391 mills, which is 7.92 percent more than the rolled-back rate of 1.2408. Rolled-back millage rate is defined as 'The millage rate, which exclusive of new construction, additions to structure, deletions, and property added due to geographic boundary changes, will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior year.'

"The current year final aggregate millage rate will generate approximately $2,514,290.00 less than the aggregate rolled-back millage rate will. The $2,514,290.00 decrease in tax revenue is a result of the final millage rates for the General County, Municipal Services Taxing Unit – Unincorporated Services, and Municipal Services Taxing Unit – Law Enforcement being less than each of their rolled-back rates, while only the final millage rate for the Municipal Services Taxing Unit – Fire Protection Services is greater than its rolled-back rate. Suzanne Gable, Director of the Office of Management and Budget, will now present an overview of the final budget for fiscal year 2010-2011."

C. Overview of Fiscal Year 2010-2011 Final Budget and of Adjustments Made to that Budget

Office of Management and Budget Director Suzanne Gable stated, "Madame Chair, the total County Final Budget for fiscal year 2010-2011 is $326,799,406.00,

which is a $78,378.00 decrease from the Adjusted Tentative Budget of $326,877,784.00. When we reach the budget adjustment portion of this process, which is item "IV.A", we will be requesting approval of an adjusted to our budgeted ad valorem revenues for our voted debt service millage, based on a re-calculation of these revenues.

"Madame Chair, this concludes my comments on the final budget. I would be happy to answer any questions about the budget at this time."

III. Citizen Comments on Fiscal Year 2010-2011 Final Budget Millage Rates and Final Budget

Chair Chestnut stated, "I would now like to invite citizens to comment on the Fiscal Year 2010-2011 final millage rates and final budget. Please come forward to either podium if you wish to address the Board. We do request that each speaker try to limit his or her comments to three minutes. The hearing will continue until everyone who wishes to address the Commission has had an opportunity to speak."

Chair Chestnut opened the Public Hearing at 6:45 P.M.

Chair Chestnut recognized Sheriff Sadie Darnell, Office of Management and Budget Director Suzanne Gable, County Manager Randall Reid, County Attorney David Wagner, Mary Anderson, Jim Dear, Bruce Nelson, Rod Gonzales, Paul Salg, Steve Maynard, Frank Fiordalisi, Laura Knudson, Christy Finnegan, Katie Fields, Linda Jones, and Robert Woody, who presented comments to the Board.

Chair Chestnut closed the Public Hearing at 7:44 P.M.

IV. Board of County Commissioners' Action on Fiscal Year 2010-2011 Final Millage Rates and Final Budget

Office of Management and Budget Director Suzanne Gable stated, "Madame Chair, the budget document included in your agenda packet is the 'FY11 Final Budget' and includes all adjustments approved by the Board as of September 14, 2010, which was the first public hearing on the FY11 budget. The FY11 Final Budget incorporates the Final FY11 'Full Time Equivalent Position Summary' as well as the budget detail.

"Staff is requesting approval of several adjustments. One is listed here in the script that we had ready as of the printing of this script that is related to the ad valorem revenue calculation – property tax revenue calculation – for the debt service fund for Alachua County Forever. In addition to that, we handed out some slides that detail the other adjustments that we would like to have made related to the Kanapaha Park Capital Project reallocation to the General Fund and the MSTU as well as the debt service adjustment that you just saw and then restoring the position for the Court

Services department. Also, as part of that adjustment packet we're asking that you reallocate within the Sheriff's tentative budget – reallocate the adjustments to reduce only the Law Enforcement portion of the Sheriff's budget in the General Fund. We'd like a motion on making those adjustments if the Board wishes to do so."

Chair Chestnut recognized County Attorney David Wagner who presented comments to the Board.

Commissioner DeLaney moved approval of the adjustments presented by the Office of Management and Budget Director. The motion carried 4-1 with Commissioner Pinkoson voting nay.

B. Adoption of Resolution 10-90 Establishing Fiscal Year 2010-2011 Final General County Millage Rates

County Manager Randall Reid stated, "The Alachua County Board of County Commissioners has determined that a final millage rate of 8.3763 mills is necessary to fund the final general County budget. The final millage rate represents a decrease of 1.89 percent under the rolled-back rate of 8.5377 mills."

Commissioner Byerly stated for the record, "I want to start my comments by congratulating what I'm going to call the Tea Party of Alachua County, although I understand that not everyone who spoke at our meetings has openly joined it and may not entirely share its philosophy. However, during this year's budget cycle – what I'll call that group – they have attended meetings, they have written letters to the newspaper, and they have tirelessly expressed their views to their elected officials. They have fully exercised the tools of democracy in a way that no other group in the County has done this year, and that's the way the system is supposed to work. Having said that, I'll go on to say that maybe they are representative of our community – but if so – then our community truly has changed, in my opinion.

"Most of the citizens who have spoken would have the County Commission drastically cut or even entirely eliminate funding for social services and environmental protection while increasing funding for Sheriff's patrol. This, despite a demonstrated fact that demand for all public services continues to increase – along with our growing population – with the exception of Law Enforcement patrol in the unincorporated County. Since 2006, calls for Sheriff's patrol have declined nineteen percent. I want to say that again: since 2006, calls for Sheriff's patrol have declined nineteen percent. During that period, the Alachua County Sheriff's Office share of all the calls to all the Law Enforcement agencies in the County declined from forty-seven percent to forty-one percent. In other words, the share of the pie is shrinking. This year, we're on pace for about 97,000 calls to the Alachua County Sheriff's Office. The total has not been that low since we began keeping records in 2001 – so, I couldn't even find the last year that the number of calls for patrol to the Alachua County Sheriff's Office was as low as we're

projecting it's going to be this year, and we're in the final month. That year – 2001 – the budget for the Alachua County Sheriff's Office Law Enforcement was $20,800,000.00. This year it's $29,300,000.00 – roughly, a forty to forty-five percent increase in the budget; decrease in the demand for service. My greatest objection to this year's budget is that it still refuses to recognize this reality. The facts don't seem to factor into the discussion – it becomes who's for whom, who trusts who, who likes who more, who's being disrespectful. We should be looking at the demand for public services and how much we allocate of the public's money to deal with the problem. All of our budget categories are like that. Funding should be rationally linked to how much we spend.

"Here's what I think is going on – because those figures are not in dispute – they're generated by the County, they're generated by the Sheriff's Office, they're being generated jointly. Those are the numbers, and they're available online – I wrote a letter to the newspaper last week with a link to the website where you can go and check it out for yourself, and it goes back ten years – it's very enlightening. Continuing annexations by the County's municipalities mean that calls that once went to the Sheriff's Office now go to the Gainesville Police Department or to other small municipalities in the County. It's not that the work is not being done; it's that the workload is shifting to other agencies. Steadily declining crime rates have also helped to drive down costs for service. Now, we can debate which factor is having the greatest impact, but the important point – the undisputed point – is that the call load is way down and declining. The workload is shifting to other agencies. But unlike with other government services, political pressures have kept the County from correspondingly reducing patrol funding and shifting the money to other needs like the jail. If there is duplication of services in County government, this is it. Law Enforcement and emergency response remain the County's top priorities. Our budget reflects that, and this year, once again, they will receive the lion's share of the budget. But there are other needs; many things are required to make a community truly safe and prosperous. Crime is only one of our problems. I think that it's unethical for a community to abandon its weakest members. It's also self-destructive. One certain way to reverse the long-term downward trend in crime we're now enjoying is to turn a blind eye to festering social problems rather than attacking them head-on. This county has done a good job of doing that in the past decade.

"I also believe it's unethical to selfishly plunder or spoil our natural resources in a way that leaves our grandchildren without the chance of prosperity that we're now enjoying. Protecting our environment benefits us today but to an even greater extent is something we do for the next generation – and we don't do nearly enough of it in my opinion. I think the environmental protection budget is way too low. I don't consider either of these government functions to be fluff. I've repeatedly campaigned to expand both of them; three times I've campaigned on that platform and the public has voted me into office on that basis. Government should continually inventory, reform, and reinvent itself even when times are good. The past three years of belt-tightening have

been healthy, but structural dismemberment of critical public services is not healthy and we are at that point. Despite the common rhetoric, government is not a business and it would be catastrophic if it truly attempted to behave like one. When the economy is in decline demand for business services declines, but demand for government services grows. In addition, when government takes risks that don't pay off, it can't simply declare bankruptcy, liquidate and hide its assets, and then reorganize under a new shell as big corporations routinely do. Business is all about risk; government is all about stability. The budget before us tonight is a tax cut: it collects less money from our citizens and spends less than last year's budget. Again, it's not all that I personally might have hoped for, but its direction is sufficiently close to my political values that I'll support it.

"In closing, we conclude every budget cycle by thanking our staff for the hard work that they've done, but this year's work really stands out. All our employees are working longer and harder on less real income under very stressful circumstances and without the job security that once made public service attractive. I particularly want to thank Suzanne Gable and her staff for their prompt responses to my many requests for information: tables, graphs, and historical background. I promise that I'm done with that for now. So, thank you to our staff, and thank you, Madam Chair, for allowing me to speak."

Commissioner Byerly moved adoption of Resolution 10-90 establishing Fiscal Year 2010-2011 Final General County Millage Rates. The motion carried 4-1 with Commissioner Pinkoson voting nay.

C. Adoption of Resolution 10-91 Adopting the Fiscal Year 2010-2011 Final General County Budget and Revenue Estimates

Commissioner Long moved adoption of Resolution 10-91 Adopting the Fiscal Year 2010-2011 final General County Budget and Revenue Estimates.

Chair Chestnut recognized Office of Management and Budget Director Suzanne Gable who presented comments to the Board regarding a scrivener's error in the version of the Resolution distributed to the Board. The corrected version was transmitted to the Clerk.

The motion carried 4-1, with Commissioner Pinkoson voting nay.

D. Adoption of Resolution 10-92 Establishing Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Unincorporated Services Millage Rate

County Manager Randall Reid stated, "The Alachua County Board of County Commissioners has determined that a final millage rate of 0.4124 mills is necessary to fund the final Municipal Services Taxing Unit – Unincorporated Services budget. The

final millage rate represents a decrease of 4.89 percent under the rolled-back rate of 0.4336 mills."

Commissioner Pinkoson moved adoption of Resolution 10-92 Establishing fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Unincorporated Services Millage Rate. The motion carried 5-0.

E. Adoption of Resolution 10-93 Adopting the Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Unincorporated Services Budget and Revenue Estimates

Commissioner Long moved adoption of Resolution 10-93 Adopting the Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Unincorporated Services Budget and Revenue Estimates. The motion carried 5-0.

F. Adoption of Resolution 10-94 Establishing Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Law Enforcement Millage Rate

County Manager Randall Reid stated, "The Alachua County Board of County Commissioners has determined that a final millage rate of 1.6710 mills is necessary to fund the final Municipal Services Taxing Unit – Law Enforcement budget. The final millage rate represents a decrease of 1.89 percent under the rolled-back rate of 1.7032 mills."

Commissioner DeLaney moved adoption of Resolution 10-94 Establishing Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Law Enforcement Millage Rate.

Commissioner Long stated for the record that he would be open-minded concerning the Sheriff's budget during her upcoming presentation.

The motion carried 5-0.

G. Adoption of Resolution 10-95 Adopting the Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Law Enforcement Budget and Revenue Estimates

Commissioner DeLaney moved adoption of Resolution 10-95 Adopting the Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Law Enforcement Budget and Revenue Estimates. The motion carried 5-0.

H. Adoption of Resolution 10-96 Establishing Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Fire Protection Services Millage Rate

County Manager Randall Reid stated, "The Alachua County Board of County Commissioners has determined that a final millage rate of 1.3391 mills is necessary to fund the final Municipal Services Taxing Unit – Fire Protection Services Millage budget. The final millage rate represents an increase of 7.92 percent over the rolled-back rate of 1.2408 mills."

Commissioner Long moved adoption of Resolution 10-96 Establishing Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Fire Protection Services Millage Rate. The motion carried 5-0.

I. Adoption of Resolution 10-97 Adopting the Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Fire Protection Services Budget and Revenue Estimates

Commissioner Pinkoson moved adoption of Resolution 10-97 Adopting the Fiscal Year 2010-2011 Final Municipal Services Taxing Unit – Fire Protection Services Budget and Revenue Estimates. The motion carried 5-0.

Closing Comments

Public Comments - 15 minutes

30. PM Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public.

Chair Chestnut recognized Rod Gonzales, Bruce Nelson, and Art Forgey, who presented comments to the Board.

Adjourn

There being no further business the meeting was adjourned at 8:15 P.M.

CONSENT/Community Outreach

CONSENT/Governmental Units

Constitutional Officers/Other Governmental Units

32. Fidlar Election Services: Finance Report and Purchase Order 110085
Amount: $110,000.00
Recommended Action: Approve the Finance Report and Purchase Order 10085, issued to Fidlar Election Services.

County Manager

33. FY11 Public Purpose Expenditure Categories and Event List
Amount: N/A
Recommended Action: Approve the public purpose expenditure categories and event list for the period October 1, 2010 thru September 30, 2011.

34. Renew eCivis Inc Subscription Agreement
Amount: $52390.00
Recommended Action: Approve the agreement with eCivis, Inc. for grant research tool and authorize chair to sign.

Support Services Group

36. Prison Health Services, Inc (PHS) Inmate Medical Care Claims Agreement Amendment
Amount: $75,000.00
Recommended Action: Approve First Amendment to the Prison Health Services, Inc. Inmate Medical Care Claims Agreement.

37. Johnson Controls: Agreement for the Annual Maintenance of the HVAC System at the Alachua County Criminal Courthouse and the Sheriff's Office
Amount: $73,651.00
Recommended Action: Approve and execute the Second Amendment to the Agreement between Alachua County Board of County Commissioners and Johnson Controls, Inc. for the Annual Maintenance of the HVAC System at the Alachua County Criminal Courthouse and the Sheriff's Office.

38. Aastra Telephone System Maintenance Contract
Amount: $66,594.52
Recommended Action: Approve the amendment to the current Aastra telephone system maintenance contract for an additional one year.

39. Update: Facilities Capital Improvement Projects
Amount: N/A
Recommended Action: Accept the update on the progress of the Facilities Capital Improvement Projects.

40. Administration Building Information Technology Closet/Office Split
Amount: $33,159.00
Recommended Action: Approve the Budget Amendment, accept the unanticipated revenue and amend the FY10 Capital Improvement Program (CIP) of the Renovation of the Alachua County Tax Collector Information Technology Closet/Office split.

41. Janitorial Services: Agreement with Coverall of North Central Florida, Inc. for Janitorial Services
Amount: $170,184.00
Recommended Action: Approve and execute the Second Amendment to the Agreement between Alachua County Board of County Commissioners and Coverall of North Central Florida, Inc. for Janitorial Services.

42. Annual Equipment Rental Services: Annual Bid 11-12
Amount: $155,000.00 Estimated Annual Budget
Recommended Action: Approve the award of Annual Bid 11-12; Annual Equipment Rental Services to Highland Tractor Company, Hertz Equipment Rental, Ring Power Corporation and United Rentals as the lowest responsive and responsible bidders meeting specifications and authorize the Purchasing Manager, if applicable, to sign the purchase orders.

43. Annual Bid Renewals for 2010-2011
Amount: Exceed $50,000.00 County Wide
Recommended Action: Approve, the 2010-2011 Annual Bid Renewals in accordance with the terms and conditions of their original bid submission and authorize the Purchasing Manager, if applicable, to sign the purchase order(s).

44. 2010-2011 Annual Blanket Purchase Orders
Amount: Exceeds $50,000.00 per Purchase Order
Recommended Action: Approve the Finance Report and issuance of Annual Blanket Purchase Orders and authorize the Purchasing Manager to sign the purchase order(s).

45. Health Insurance Claims Payout and Other Post Employment Benefits (OPEB) Contribution
Amount: $1,000,000.00
Recommended Action: Approve the budget amendment using Health Insurance Appropriated Reserves to increase the FY10 Health Insurance Fund.

46. Annual Uniform Purchases and Leases: Bid 11-11
Amount: Annual Estimated Budget $70,000.00
Recommended Action: Approve the award of Bid 11-11; Annual Uniform Purchases and Leases and authorize the Administrative Services Director, if applicable, to sign the purchase order(s).

47. Lease for Court Services: Fourth Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Cinque Holdings, Inc. for Rental Space
Amount: $165,997.80

Recommended Action: Approve and execute the Fourth Amendment to the Lease Agreement between Alachua County Board of County Commissioner and Cinque Holdings, Inc. for Rental Space at 249 W. University Avenue, Suite A and B.

48. Annual Janitoral Supplies: Bid 11-17
Amount: Annual Estimated Budget $90,000.00
Recommended Action: Approve the award of Bid 11-17; Annual Janitorial Supplies, to Calico Industries, Inc., Central Poly Corp, Resource One, Inc., Cohesive Enterprise., Interboro Packaging Corp., Pro Maka Products, Pyramid School Products, PRIDE Enterprises, and Zep Manufacturing, as the lowest responsive and responsible bidder(s) meeting specifications, and authorize the Purchasing Manager, if applicable, to sign the purchase order(s).

Community Planning Group

49. Annual Pavement Marking Services Agreement with Jenkins Painting, Inc.
Amount: $200,000.00
Recommended Action: Approve the Second Amendment to the Agreement with Jenkins Painting, Inc. to provide Annual Pavement Marking Services.

50. McGurn Investment Company, Inc. Lease Agreement
Amount: $174,175.80
Recommended Action: Approve FY11 Lease Agreement between Alachua County and McGurn Investment Company, Inc. for Alachua County EPD.

51. Nodarse and Associates, Inc. Annual Geo-technical Engineering and Testing Services Contract
Amount: Determined by Individual Projects
Recommended Action: Approve the contract with Nodarse and Associates, Inc., for the Annual Geo-technical Engineering and Testing Services.

52. Universal Engineering, Inc. Annual Geo-technical Engineering and Testing Services Contract
Amount: Determined by Individual Projects
Recommended Action: Approve the contract with Universal Engineering Sciences, Inc, For the Annual Geo-technical Engineering and Testing Services.

53. Geo-technical Engineering and Testing Services Contract with GSE Engineering and Consulting, Inc.
Amount: Determined by Individual Projects
Recommended Action: Approve the contract with GSE Engineering and Consulting, Inc., for the Annual Geo-technical Engineering and Testing Services.

54. Annual Milling Services Agreement with APAC-Southest, Inc.
Amount: N/A
Recommended Action: Approve the Second Amendment to the Agreement with APAC-Southeast, Inc. to provide Annual Milling Services.

55. PATCO Transport, Inc. Amendment to Agreement
Amount: N/A
Recommended Action: Approve the Second Amendment to the Agreement with PATCO, Inc to provide annual hauling services.

56. Renewal of the Traffic Engineering Services Agreement with the City of Gainesville
Amount: $180,065.31
Recommended Action: Approve the Traffic Engineering Services Agreement Renewal with the City of Gainesville.

57. FDOT Agreement: Local Agency Program Supplemental Agreement No. 4 - Planning, PD and E, Design, Construction and CEI of SW 62nd Interim Improvement Projects
Amount: N/A
Recommended Action: Adopt resolution for the transfer of construction funds to CEI funds as noted in the Local Agency Program Agreement (LAP) Supplemental Agreement No. 4. Approve supplemental agreement No. 4 for the LAP with Florida Department of Transportation (FDOT) for SW 62nd Boulevard/4 Lane Arterial connector.

58. County's Adult Detention Center property, Resolution and Easement
Amount: N/A
Recommended Action: Adopt the resolution and authorize the Chair to execute the 2 easements to the City of Gainesville over the county's Adult Detention Center property.

59. Professional Surveying Services with (1) Eng, Denman and Associates, Inc. (2) George F. Young, Inc., and (3) Lochrane Engineering, Inc.
Amount: N/A
Recommended Action: Approve the First Amendment to Agreements for Professional Surveying Services with (1) Eng, Denman and Associates, Inc. (2) George F. Young, Inc., and (3) Lochrane Engineering, Inc.

60. Annual Maintenance of Athletic Fields Agreement
Amount: $300,000.00
Recommended Action: Approve the Agreement for Development and Annual Maintenance of Athletic Fields.

61. MACTEC Engineering and Consulting Services, Inc. agreement for Environmental Consulting Services
Amount: Non Applicable
Recommended Action: Approve the Agreement with MACTEC Engineering and Consulting Services, Inc. for environmental consulting services for the period of October 1, 2010 to September 30, 2013.

62. Environmental Consulting and Technology, Inc. agreement for Environmental Consulting Services
Amount: N/A
Recommended Action: Approve the Agreement with Environmental Consulting and Technology, Inc for environmental consulting services for the period of October 1, 2010 to September 30, 2013.

63. Developer Contributed Traffic Mitigation Funds for NW 143rd Street and NW 32nd Avenue
Amount: $15,292.00
Recommended Action: Approve the use of transportation mitigation funds for sidewalk improvements on NW 143rd Street and NW 32nd Avenue.

64. Alachua County Forever Lake Alto Preserve Management Plan
Amount: $104,000 one-time Bond-reimbursable costs, $21,350
Recommended Action: Approve the Alachua County Forever Lake Alto Preserve Management Plan.

65. Gainesville Sports Commission: Third Amendment to Agreement
Amount: N/A
Recommended Action: Approve the third amendment to the agreement of the Gainesville Sports Commission and authorize the chair to sign.

Community Services Group

66. Mike Slack: Change Order 1 to Purchase Order 101310
Amount: $1,976.56
Recommended Action: Approve the Finance Report and Change Order 1 to Purchase Order 101310, issued to Mike Slack.

67. RFP 08-24 with Siemens Healthcare Diagnostics for Annual Urinalysis Testing Supplies
Amount: $82,439.00
Recommended Action: Authorize the Chair to sign Amendment Number 1 to RFP 08-24 with Siemens Healthcare Diagnostics for Annual Urinalysis Testing Supplies.

68. Annual Drugs and Medications: Bid 11-19
Amount: $300,000.00 Annual Estimated Budget
Recommended Action: Approve the award of Bid 11-19; Annual Drugs and Medications authorize the Administrative Services Director, if applicable, to sign the purchase order(s).

69. CHOICES Enrollment Update
Amount: N/A
Recommended Action: Accept the CHOICES Health Services Program Enrollment Update.

70. Solid Waste: Agreement between HDR Engineering, Inc. and Alachua County
Amount: $400,000.00
Recommended Action: Approve the Solid Waste agreement between Alachua County and HDR Engineering Inc. and the Chair signs the agreement.

71. Solid Waste: First Amendment to Processing and Purchase of Recyclable Materials Agreement
Amount: $147,960.00
Recommended Action: Approve the First Amendment to Agreement with SP Recycling Corporation.

72. Special pay request for Keller Mechnical and Eng., Inc.
Amount: $6,053.62
Recommended Action: Approve special pay request for Keller Mechanical and Eng., Inc. for Animal Services.

73. Heath and Human Services Plan (2005-2015) Action Plan Update
Amount: N/A
Recommended Action: Accept the update of the Community Support Services' Health and Human Services Master Plan (2005-2015): Action Plan (information only).

74. Gainesville Restoration and Cons: Change Order 1 to Purchase Order 101311
Amount: $6,340.00
Recommended Action: Approve the Finance Report and Change Order 1 to Purchase Order 101311, issued to Gainesville Restoration and Cons.

75. Seimens Healthcare Diagnostics: Sole Source, Finance Report and Purchase Order
Amount: $82,439.00
Recommended Action: Approve the Sole Source, Finance Report and Purchase Order 110001 issued to Seimens Healthcare Diagnostics.

76. Corporate Construction, LLC: Change Order 1 to Purchase Order 101318
Amount: $3,000.00
Recommended Action: Approve the Finance Report and Change Order 1 to Purchase Order 101318, issued to Corporate Construction, LLC.

77. Public Education Campaigns for Recycling and Reduction of Solid Waste/Yard Trash: RFP 11-150
Amount: N/A
Recommended Action: Approve the Finance Report to rank RFP 11-150; Public Education Campaigns for Recycling and Reduction of Solid Waste/Yard Trash and authorize staff to negotiate an agreement with the top ranked firm.

78. Public Safety Trunking Radio Services Interlocal Agreement
Amount: FY11 $0; FY12 Recurring estimate $17,608.48 annual
Recommended Action: Approve the First Amendment to Interlocal Agreement between Alachua County and the City of Gainesville for Public Safety Trunking Radio Services.

Tuesday, October 12, 2010 – 9:00 A.M. & 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in regular session.

PRESENT: Chair Cynthia Moore Chestnut presiding, Vice Chair Lee Pinkoson Commissioners Mike Byerly, Paula M. DeLaney, and Rodney J. Long,

ALSO PRESENT: County Manager Randall Reid, Assistant County Manager Richard Drummond, Assistant County Attorney David Wagner, Agenda Coordinator Darlene Ryon, Clerk of the Court J.K. Irby, Assistant Clerk/Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Vice Chair Pinkoson called the meeting to order at 9:00 A.M.

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1. Invocation by Rabbi David Kaiman, Congregation B'nai Israel.
   Amount: N/A
   Recommended Action: Hear Invocation by Rabbi David Kaiman, Congregation B'nai Israel.

2. Pledge
   Amount: N/A
   Recommended Action: Hear Pledge

Approval of Agenda

Mr. Reid stated that an item regarding revisions to the equal employment opportunity policies be added to the agenda. Mr. Reid further stated Item #48 Peter Brown Construction Agreement: Alachua County Construction Management Services Agreement between Alachua County and Peter Brown Construction Company (Pre-Construction and Construction Services) moved to the Regular Agenda following Item #11 for consideration.

Commissioner Long moved adoption of the agenda as amended. The motion carried 4-0 with Commissioner Byerly out of the room.

The motion to approve the agenda includes the Public Hearing Agenda and approval of all items and recommended actions on the Consent Agenda.

(The approved agenda documents are attached to and made part of these minutes.)

Announcements

4. Announcements, Mark Sexton, Communications Coordinator
Amount: N/A
Recommended Action: Hear Announcements by Mark Sexton Communications Coordinator

1. The County Manager released a publication called Creating Sustainable Work Places and Organizations. It will be posted on the front page of the County's website.

2. The County Manager's walking team for winning the American Heart Association Gold Achievement Start Award. The County has been recognized for meeting the criteria for employee fitness.

3. There is a public hearing this evening regarding the NW 16th Avenue/23rd Avenue Road project will be discussed. Citizens are encouraged to attend and provide input to the Board.

4. Mr. Sexton stated that the Gainesville Sun article titled *County to Text Sales Tax Referendum* was incorrect. The article stated that the County approved a 5 cent Sales tax increase. The County had approved a 5 cent Gas Tax increase.

Time Certain Items
Public Comments (9:30 AM)

5. A.M. Public Comments
Amount: N/A
Recommended Action: Hear Public Comments

Chair Chestnut recognized Steve Rudy who expressed concerns over a building in the Cross Creek neighborhood.

Chair Chestnut recognized County Attorney David Wagner, Growth Management Director Steve Lachnicht, and Assistant County Manager Richard Drummond who presented comments to the Board regarding the matter.

Chair Chestnut recognized Terrance Mc David who presented comments to the Board regarding the Choices Advisory Board.

Community Outreach
Recognitions and Proclamations

6. Length of Service Pin Recipients
Amount: N/A
Recommended Action: Recognize County Employees that have reached a Length of Service or Career Milestone in September, 2010.

Kim Baldry, Human Resources Manager, presented the above item.

Assistant Community Support Services Director Minnie Rolark recognized Cindy Sanders and Dr. Brenda Williams for achievement awards in the County's Extension Office for excellence in service.

Appointments

7. WellFlorida Council appointments.
Amount: N/A
Recommended Action: Appoint three citizens to the WellFlorida Council, all with terms ending September 2012: one health care provider and two health care consumers.

Chair Chestnut recognized Slande Celeste who expressed her desire to serve on the WellFlorida Council.

Clerk Irby called for each Commissioner's nominations for the Health Care Consumer representatives.

Commissioners DeLaney, Long, and Pinkoson nominated Thomas Cappello and Patrick Lubitsky.

Commissioner Chestnut nominated Thomas Cappello and Slande Celeste.

Clerk Irby announced the results of the roll call.

Commissioner Long moved appointment of Thomas Cappello and Patrick Lubitsky as the Health Care Consumer representatives to terms ending September 2012. The motion carried 4-0 with Commissioner Byerly out of the room.

Clerk Irby called for each Commissioner's nomination for the Health Care Purchaser representative.

Commissioners DeLaney, Long, Pinkoson, and Chestnut nominated Slande Celeste.

Clerk Irby announced the results of the roll call.

Commissioner DeLaney moved the appointment of Slande Celeste as the Health Care Purchaser representative to a term ending September 2012. The motion carried 4-0 with Commissioner Byerly out of the room.

8. Local Planning Agency (Planning Commission) Appointments
Amount: N/A
Recommended Action: Appoint two citizens to the position of 'Building Industry Related' on the Planning Commission, one to a partial term ending July 2011, then a full term ending July 2015; one to a term ending July 2014.

Chair Chestnut recognized Adam Bolton and Andrew Roberts who expressed their desire to serve on the Local Planning Agency.

Clerk Irby called the roll for each Commissioner's nomination for the Building Industry Related Representative.

Commissioners DeLaney, Long, Pinkoson, and Chestnut nominated Adam Bolton.

Clerk Irby announced the results of the roll call.

Commissioner Long moved appointment of Adam Bolton as the Building Industry Related Representative to a partial term ending July 2011 followed by a full term ending July 2015. The motion carried 4-0 with Commissioner Byerly out of the room.

Clerk Irby called for each Commissioner's nomination for he Building Industry Related Representative.

Commissioners DeLaney, Long, Pinkoson, and Chestnut nominated Andrew Roberts.

Clerk Irby announced the results of the roll call.

Commissioner Long moved appointment of Andrew Roberts as the Building Industry Related Representative to a term ending July 2014. The motion carried 4-0 with Commissioner Byerly out of the room.

Governmental Units
Advisory Board and Committee Reports

9. Annual Report of the Veteran Services Advisory Board
Amount: N/A
Recommended Action: Hear the presentation by the Veteran Services Advisory Board

Chair Chestnut recognized Veteran's Services Advisory Board President Don Sherry and Veteran's Affairs Director Don Gocek who presented the above item.

County Manager

10. 2011 Proposed Calendar for upcoming Board of County Commission Meetings
Amount: N/A
Recommended Action: Approve the Board of County Commission Regularly Scheduled Meeting Calendar for 2011.

County Manager Reid presented the above item.

Commissioner Pinkoson moved to approve the Board of County Commission Regularly Scheduled Meeting Calendar for 2011. The motion carried 4-0 with Commissioner Byerly out of the room.

ADDED ITEM:

Policy #3-2, Recruitment & Selection; Policy #4-5, Performance Evaluations and Policy #4-6, Equal Employment Opportunity

Administrative Services Director Betty Baker presented the above item.

Commissioner Long moved to approve the revisions to Policy #3-2, Recruitment & Selection; Policy $4-5, Performance Evaluations and Policy #4-6, Equal Employment Opportunity, and the addition of Addition of Appendix XX. The motion carried 4-0 with Commissioner Byerly out of the room.

Support Services Group

11. Increase Facilities Division Personal Service Budget for the use of staff for Jail Energy Conservation, Jail Kitchen Renovation and the Jail Window Replacement Capital Projects
Amount: $150,000.00
Recommended Action: Approve the use of General Fund Reserves to increase Facilities Division Personal Service Budget for the use of staff for Jail Energy Conservation, Jail Kitchen Renovation and the Jail Window Replacement Capital Projects

Facilities Manager Charlie Jackson and Advantec Consulting Engineer Mike West presented the above item.

Chair Chestnut recognized Construction Manager Avery Wellman who presented comments to the Board.

Chair Chestnut exited at 10:45 P.M.

Commissioner Long moved to approve the use of General Fund Reserves to increase Facilities Division Personal Service Budget for the use of staff for Jail Energy Conservation, Jail Kitchen Renovation and the Jail Window Replacement Capital Projects. The motion carried 3-0 with Commissioner Byerly and Chestnut out of the room.

48. Peter Brown Construction Agreement: Alachua County Construction Management Services Agreement between Alachua County and Peter Brown Construction Company (Pre-Construction and Construction Services).
Amount: $70,000.00

Recommended Action: Approve and execute the Agreement between Alachua County Board of County Commissioners and Peter Brown Construction to Construct/Install HVAC and Roof Project at the Alachua County Correctional Facility and authorize staff to the work.

Commissioner Long moved to approve and execute the Agreement between Alachua County Board of County Commissioners and Peter Brown Construction to Construct/Install HVAC and Roof Project at the Alachua County Correctional Facility and authorize staff to the work. The motion carried 3-0 with Commissioner Byerly and Chestnut out of the room.

Community Planning Group

12. Opt-In of Gainesville and Hawthorne to Alachua County's Landscape Fertilizer and Irrigation Codes
Amount: N/A
Recommended Action: Authorize staff to advertise the proposed Ordinance to amend County's Landscape Fertilizer and Irrigation Codes to include the Cities of Gainesville and Hawthorne.

Commissioner Long moved to authorize staff to advertise the proposed Ordinance to amend County's Landscape Fertilizer and Irrigation Codes to include the Cities of Gainesville and Hawthorne. The motion carried 3-0 with Commissioner Byerly and Chestnut out of the room.

13. SW 62nd Blvd. Connector Interim Projects with D.A.B. Constructors, Inc. for County Project No. 6313, SW 62nd Blvd.
Amount: $4,363,333.32
Recommended Action: Approve the Construction Contract for the SW 62nd Blvd. Connector Interim Projects with D.A.B. Constructors, Inc. for County Project No. 6313, SW 62nd Blvd Connector Interim Projects.

County Engineer Ha Nguyen presented the above item.

Commissioner Long moved to approve the Construction Contract for the SW 62nd Blvd. Connector Interim Projects with D.A.B. Constructors, Inc. for County Project No. 6313, SW 62nd Blvd Connector Interim Projects, authorize staff/County Attorney to correct any scrivener's errors in the contract, receive quarterly monitoring reports from staff on this contract for MBE/DBE participation per federal guidelines. The motion carried 3-0 with Commissioner Byerly and Chestnut out of the room.

14. JEA, Construction Engineering Services, Inc. to provide services for Construction, Engineering and Inspection (CEI) for Project 6213 SW 62nd Blvd. Connector Interim Projects
Amount: $661,334.89
Recommended Action: Approve Professional Service Agreement with JEA, Construction Engineering Services, Inc. (JEAces) to provide services for Construction, Engineering and Inspection (CEI) for Project 6313 SW 62nd Blvd. Connector Interim Projects

County Engineer Ha Nguyen presented the above item.

Commissioner Long moved to approve Professional Service Agreement with JEA, Construction Engineering Services, Inc. (JEAces) to provide services for Construction, Engineering and Inspection (CEI) for Project 6313 SW 62nd Blvd. Connector Interim Projects. The motion carried 3-0 with Commissioners Byerly and Chestnut out of the room.

County Manager Reports

15. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report

1. County Manager Reid stated that he met with the Chamber of Commerce Policy Committee and discussed the effects of tabor on County business.

2. County Attorney David Wagner advised the Board that the complaint filed by Dwight Adams regarding the Charter Amendment was dismissed. The Court ruled that Mr. Adams did not show that he had proper standing in the matter.

Closing Comments
Public Comments - 15 minutes

16. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

Vice Chair Pinkoson recognized Terrance Mc David who presented comments to the Board.

Commission Comments

17. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

(There were no comments provided.)

COMMISSION RECESSED AT: 11:14 P.M.
COMMISSION RECONVENED: 5:03 P.M.

Evening Community Outreach and Public Hearing (5:00 PM)
Proclamations, Recognitions and Presentations

18. Proclamation: "United Nations Day 2010" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring October 21, 2010 as "United Nations Day 2010" in Alachua County, Florida.

Commissioner Long read and presented the Proclamation to Taraneh Darabi who accepted it with gratitude.

19. Proclamation: "Lesbian, Gay, Bisexual and Transgender Pride Days" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation proclaiming October 15th through 23rd as "Lesbian, Gay, Bisexual and Transgender Pride Days" in Alachua County, Florida.

Chair Chestnut read and presented the Proclamation to Terry Fleming who accepted it with gratitude.

20. Proclamation: "White Cane Awareness Safety Month" in Alachua County, Florida.
Amount: N/A
Recommended Action: Present a proclamation declaring October, 2010 as "White Cane Awareness Safety Month" in Alachua County, Florida.

Commissioner Pinkoson read and presented the Proclamation to Maxine Stallings who accepted it with gratitude.

Quasi-Judicial/Zoning Items
Summary Items

Assistant County Attorney David Schwartz stated that while the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence, as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony.

Mr. Schwartz further stated that all persons wishing to participate and speak on an issue at the public hearing would be sworn in prior to speaking during this proceeding. All persons will have the right, through the Chair, to ask questions, seek clarification of comments made and to respond to the comments or presentations of staff or other speakers; or to refute or respond to any ex-parte communication. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes.

Deputy Clerk Donahey asked if any Commissioner had received oral or written communication regarding the items. Mr. Donahey requested that Commissioners disclose the substance of the communication and identify the person(s) making the communications(s).

There were no exparte communications disclosed.

Deputy Clerk Donahey administered the oath to all those who were present that wished to address the items under the Quasi Judicial Agenda.

29. Longleaf Planned Development, Phase VI, Unit III - Replat of Lot 296
Amount: N/A
Recommended Action: Approve the Replat of Lot 296, Longleaf Planned Development, Phase VI, Unit III

Codes Enforcement Officer Rick Wolf presented the above item.

Commissioner Byerly moved to approve the Replat of Lot 296, Longleaf Planned Development, Phase VI, Unit III.

Chair Chestnut opened the Public Hearing at 5:28 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Chair Chestnut closed the Public Hearing at 5:29 P.M.

The motion carried 5-0.

30. Marmaduke West Addition No. 1, Replat of Lot 1
Amount: N/A
Recommended Action: Approve the Replat of Lot 1, Marmaduke West Addition No. 1

Codes Enforcement Officer Rick Wolf presented the above item.

Commissioner Byerly moved to approve the Replat of Lot 1, Marmaduke West Addition No. 1.

Chair Chestnut opened the Public Hearing at 5:29 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Chair Chestnut closed the Public Hearing at 5:29 P.M.

The motion carried 5-0.

Public Comments - then resume Public Hearing (5:30 P.M.)

21. P.M. Public Comments
Amount: N/A
Recommended Action: Hear PM Public Comments

Public Hearings
Regular Matters

22. NW 16th Ave/NW 23rd Ave Resurfacing Project - Project Update
Amount: N/A
Recommended Action: 1. To accept the recommendations listed in the Action Plan Summary Report. 2. Direct staff to proceed with the development of the 30 percent plans for presentation to the Board.

County Engineer Dave Cerlanek who presented the above item.

Commissioner Long moved the following:

1. To accept the recommendations listed in the Action Plan Summary Report.
2. Direct staff to proceed with the development of the 30 percent plans for presentation to the Board.

Chair Chestnut opened the Public Hearing at 6:36 P.M.

Chair Chestnut recognized Phil Elmore, Dr. Ruth Stiener, Kim Durrance, Jeff Wade, Earl Scales, Chris Furlow, Uyen Thompson, James Thompson, Sarah Vandergan, Jimmy Harnsberger, Julia Reiskind, Michael Lauren, Genève Helghan, and Wanita Casagrande who presented comments to the Board.

Commissioner Byerly moved the following:

1. Direct staff to proceed with development of the 30% plans for NW16 Avenue and NW 23rd Avenue based upon the merger of options #4 and #2 as presented by staff.

The motion carried 3-2 with Commissioner Chestnut and Pinkoson voting "Nay".

3. Analyze lane width reductions adequate to produce four foot bike lanes and determine the pros and cons.

The motion carried 4-1 with Commissioner Pinkoson voting "Nay".

5. Analyze pros and cons of lane reduction scenario to divided 2 lane; including cost comparison, traffic volume comparison, potential for multimodal infrastructure.

Part 5 failed for lack of a second.

2. Schedule a Joint meeting with the City of Gainesville at Westwood Middle School if available in the month of December and advertise with "Big Signs" in the area if legal.

4. Include expansion of sidewalks to both inside and outside of existing margins adequate to achieve ten foot widths whenever possible, and design as shared use facility.

6. Sales tax data before and after "access management" redesign of Westgate Shopping Center, if available.

7. Provide the Board with the before/after speed study of NW 143 Street performed by County Staff.

8. Open up median as soon as possible at Kangaroo temporally and pursue joint opening design between Millhopper and Thornebrooke

9. Proved analysis of turning movements once Publix is re opened.

Parts 2,4,6,7,8, and 9 were approved 5-0.

Legislative items

23. CPA-07-10: A request for a small scale land use amendment from Office/Residential to Commercial land use on approximately 10 acres
Amount: NA
Recommended Action: Hear the item and adopt the Ordinance 10-19 amending the land use designation on this parcel, CPA-07-10 small scale land use from Office/Residential to Commercial land use.

Impact Fee Administrator Jonathan Paul and Senior Planner Jerry Brewington presented the above item.

Chair Chestnut recognized Applicant Rory Cassel who presented comments to the Board.

Commissioner Pinkoson moved to adopt the Ordinance 10-19 amending the land use designation on this parcel, CPA-07-10 small scale land use from Office/Residential to Commercial land use.

Chair Chestnut opened the Public Hearing at 8:11 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Chair Chestnut closed the Public Hearing at 8:11 P.M.

The motion carried 5-0.

New Business

31. ZOM-07-10: A request to amend an existing non-residential Planned Development (PD) district
Amount: N/A
Recommended Action: Hear the item and adopt Resolution Z-10-15 approving the proposed request to amend an existing non-residential Planned Development district.

Senior Planner Jerry Brewington presented the above item.

Chair Chestnut recognized Agent for the Applicant Rory Causseaux who presented comments to the Board.

Commissioner Pinkoson moved to adopt Resolution Z-10-15 approving the proposed request to amend an existing non-residential Planned Development district with the conditions and basis contained there in with the proposed language for condition 1 as follows.

1. The Arbor Greens Planned Development shall not exceed 660 residential units (400 single family units and 260 multi-family units) and 83,500 square feet of non-residential uses on approximately 152 acres. Up to 51,836 square feet may be commercial in nature. Permitted ~~non-residential~~ office uses shall be those allowed in the 'AP' zoning district as found in Chapter 404 of the Unified Land Development Code. Permitted commercial uses shall be those permitted, limited and accessory uses found in the Use Table, Chapter 404, for TND. In addition, one financial institution as described in the 'BP' zoning district of the ULDC shall be permitted on Parcel 04338-000-000

8. Pedestrian and/or golf cart access only shall be permitted at the ingress/egress point located along the southeastern PD boundary in alignment with the constructed portion of the Greens at West End.

9. Parcel 4338-001-000 east of NW 136th Street shall be designed in accordance with the Traditional Neighborhood Development standards of Chapter 407 of the Unified Land Development Code (ULDC) with the following modifications:

   a. The density and intensity standards shall be in accordance with the number of units and square footage approved for the planned development and shown on the zoning master plan

   b. The development shall not be subject to the mixed use requirements in Section 407.66(c)3.

   c. The existing tree canopy retention standards for this portion of the PD shall comply with Section 406.12(a)3 as a TND.

Chair Chestnut opened the Public Hearing at 8:41 P.M.

Chair Chestnut recognized Bernie Garnett, Pat Furmat, Don Price, and Barry Ruttenberg who presented comments to the Board.

Chair Chestnut continued the item for five minutes so the applicant can have time to confer with his staff.

32. ZOM-09-10: A request to rezone from 'AP' (Administrative/Professional) district to 'BR" (Business/Retail Sales and Services) district on approximately 9.6 acres
Amount: NA
Recommended Action: Hear the item and adopt Resolution Z-10-16 approving the item to rezone from Administrative/Professional district to Business, Retail Sales and Services District.

Commissioner Pinkoson moved to adopt Resolution Z-10-16 approving the item to rezone from Administrative/Professional district to Business, Retail Sales and Services District.

Chair Chestnut opened the Public Hearing at 9:01 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Chair Chestnut closed the Public Hearing at 9:02 P.M.

The motion carried 5-0.

24. CPA-09-10: A request for a small scale land use amendment from Office land use to Commercial land use on approximately 9.6 acres
Amount: NA
Recommended Action: Hear the item and adopt Ordinance 10-20 approving the requested change, CPA-09-10 request for small scale land use from Office to Commercial use.

Jerry Brewington, Senior Planner, presented the above item.

Commissioner Pinkoson moved adopt Ordinance 10-20 approving the requested change, CPA-09-10 request for small scale land use from Office to Commercial use.

Chair Chestnut opened the Public Hearing at 8:58 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Chair Chestnut closed the Public Hearing at 8:58 P.M.

The motion carried 5-0.

31. ZOM-07-10: A request to amend an existing non-residential Planned Development (PD) district
Amount: N/A
Recommended Action: Hear the item and adopt Resolution Z-10-15 approving the proposed request to amend an existing non-residential Planned Development district.

Barry Ruttenberg advised the Board of County Commissioners that he agrees to remove the uses nightclub, tavern, bar, and cocktail lounge.

Commissioner Pinkoson moved the amended motion to adopt Resolution Z-10-15 approving the proposed request to amend an existing non-residential Planned Development district with the conditions and basis contained therein with the proposed language for condition 1 as follows and excluding the uses of nightclub, tavern, bar, and cocktail lounge.

1. The Arbor Greens Planned Development shall not exceed 660 residential units (400 single family units and 260 multi-family units) and 83,500 square feet of non-residential uses on approximately 152 acres. Up to 51,836 square feet may be commercial in nature. Permitted ~~non-residential~~ office uses shall be those allowed in the 'AP' zoning district as found in Chapter 404 of the Unified Land Development Code. Permitted commercial uses shall be those permitted, limited and accessory uses found in the Use Table, Chapter 404, for TND. In addition, one financial institution as described in the 'BP' zoning district of the ULDC shall be permitted on Parcel 04338-000-000

8. Pedestrian and/or golf cart access only shall be permitted at the ingress/egress point located along the southeastern PD boundary in alignment with the constructed portion of the Greens at West End.

9. Parcel 4338-001-000 east of NW 136th Street shall be designed in accordance with the Traditional Neighborhood Development standards of Chapter 407 of the Unified Land Development Code (ULDC) with the following modifications:

   a. The density and intensity standards shall be in accordance with the number of units and square footage approved for the planned development and shown on the zoning master plan

   b. The development shall not be subject to the mixed use requirements in Section 407.66(c)3.

   c. The existing tree canopy retention standards for this portion of the PD shall comply with Section 406.12(a)3 as a TND.

The motion carried 5-0.

25. CPA-03-10: A request to amend Alachua County Comprehensive Plan Future Land Use Element Policy 7.1.7 to allow development under the Low Density Residential land use designation (1-4 dwelling units/acre)
Amount: NA
Recommended Action: Hear the item and adopt Ordinance 10-xx approving the requested Comprehensive Plan amendment, CPA-03-10 to allow development under the Low Density Residential land use designation.

Jerry Brewington, Senior Planner presented the above item.

Chair Chestnut opened the Public Hearing at 9:06 P.M.

Chair Chestnut recognized Rose Connige, Betsy Hurst, Craig Brassier, Rory Causseaux, Growth Management Director Steve Lachnicht, and Betsy Hurst who presented comment to the Board.

Commissioner Byerly moved to deny Comprehensive Plan amendment, CPA-03-10 to allow development under the Low Density Residential land use designation. The motion carried 4-1 with Commissioner Long voting "Nay".

COMMISSION RECESSED AT: 9:57 P.M.
COMMISSION RECONVENED: 10:09 P.M.

26. CPA-05-10: A request for an amendment to Alachua County Comprehensive Plan Future Land Use Element policies to allow density requirements to be waived in case of personal hardship.
Amount: N/A
Recommended Action: Hear the item and adopt Ordinance 10-21 approving the request CPA-05-10 to allow density requirements to be waived in case of personal hardship.

Senior Planner Jerry Brewington presented the above item.

Commissioner Pinkoson moved to adopt Ordinance 10-21 approving the request CPA-05-10 to allow density requirements to be waived in case of personal hardship.

Chair Chestnut opened the Public Hearing at 10:13 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Chair Chestnut closed the Public Hearing at 10:13 P.M.

The motion carried 5-0.

27. CPA-02-10. Newberry Village Comprehensive Plan Amendment Adoption Hearing.
Amount: N/A
Recommended Action: Adopt the Ordinance approving CPA-02-10, Newberry Village Comprehensive Plan Amendment.

Senior Planner Missy Daniels and Impact Fee Coordinator Jonathan Paul presented the above item.

Commissioner Pinkoson moved to adopt Ordinance 10-22 approving CPA-02-10, Newberry Village Comprehensive Plan Amendment.

Chair Chestnut opened the Public Hearing at 10:43 P.M.

Chair Chestnut recognized Brad Stith who presented comments to the Board.

Commissioner Byerly moved to extend the meeting to midnight. The motion carried 5-0.

Chair Chestnut recognized Betsy Hurst and David Coffee, Esq. who presented comments to the Board.

Chair Chestnut closed the Public Hearing at 11:02 P.M.

The motion carried 5-0.

28. CPA-04-10, the Springhills Comprehensive Plan Amendment Request
Amount: N/A
Recommended Action: Adopt the Ordinance 10-23 approving CPA-04-10, the Springhills Comprehensive Plan Amendment Request

Senior Planner Missy Daniels presented the above item.

Commissioner Byerly moved to adopt the Ordinance 10-23 approving CPA-04-10, the Springhills Comprehensive Plan Amendment Request.

Chair Chestnut opened the Public Hearing at 11:11 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Chair Chestnut closed the Public Hearing at 11:12 P.M.

The motion carried 5-0.

Closing Comments
Public Comments - 15 minutes

33. P.M. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

(There was no one present who wished to address the Board.)

Commission Comments

34. Commission Comments
Amount: N/A
Recommended Action: Commission Commen

(There were no comments offered.)

There being no further business before the Board the meeting was adjourned at 11:13 P.M.

Adjourn
CONSENT/Community Outreach
CONSENT/Governmental Units
Constitutional Officers/Other Governmental Units

35. Problem Oriented Policing (POP) grant.
Amount: $58,000.00
Recommended Action: Approve the Edward Byrne Memorial Justice Assistance JAG Grant Program, sign the Certificate of Acceptance, adopt the Resolution 10-98 and approve the Budget Amendment.

Support Services Group

36. General Construction Agreement: ACSO and CCC Window Shutter Replacement
Amount: $143,566.00
Recommended Action: Approve and execute the General Construction Agreement between Alachua County Board of County Commissioners and CCI Cabot Construction, Inc. for the Design and Installation of Hurricane Shutters at the Alachua County Sheriff's Office Headquarters and the CCC Building

37. Modification Property Appraiser Office Space
Amount: $16,525.66
Recommended Action: Approve and execute the Budget Amendment and accept the unanticipated revenue for the Modification of the Property Appraiser Office Space

38. Microsoft Volume Licensing Enrollment Agreement
Amount: N/A
Recommended Action: Approve the Microsoft Volume Licensing Enrollment Agreement

39. W W Gay Fire and Integrated Systems, Inc.: Change Order 5 to Purchase Order 100454.
Amount: $8,500.00
Recommended Action: Approve Change Order 5 to Purchase Order 100454, issued to W W Gay Fire and Integrated Systems, Inc.

40. Construction Tire and Maintenance: Finance Report and Purchase Order 110096
Amount: $121,000.00
Recommended Action: Approve the Finance Report and Purchase Order 110096, issued to Construction Tire and Maintenance.

41. Cemex: Finance Report and Purchase Order 110086.
Amount: $87,000.00
Recommended Action: Approve the Finance Report and Purchase Order 110086, issued to Cemex.

42. Annual Medical Supplies: Bid 11-13
Amount: Annual Estimated Budget $160,000.00
Recommended Action: Approve the award of Bid 11-13; Annual Medical Supplies authorize the Purchasing Manager, if applicable, to sign the purchase order(s).

43. Window Replacement at the Alachua County Correctional Center: RFP 10-432.
Amount: N/A
Recommended Action: Approve the Finance Report to rank RFP 10-432; Window Replacement at the Alachua County Correctional Center and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

44. Steiner-Atlantic Corp: Sole Source, Finance Report and Purchase Order 101501.
Amount: $153,325.00
Recommended Action: Approve the Sole Source, Finance Report and Purchase Order 101501 issued to Steiner-Atlantic Corp.

45. SIRIUS: Finance Report and Purchase Order 110498.
Amount: $73,139.66
Recommended Action: Approve the Finance Report and Purchase Order 110498, issued to SIRIUS for Annual Maintenance Renewal for NetApp SAN Data Storage System.

46. Reimbursement for lease agreement and utilities for the storage of disaster supplies.
Amount: $40,000.00
Recommended Action: Adopt a Resolution 10-99 and approve budget amendment for unanticipated revenue for reimbursement of the lease agreement and utilities for the storage of Alachua County Health Department disaster supplies.

47. Annual Purchase of Veterinary Medical Supplies: Bid 11-56
Amount: Annual Estimated Budget $50,000.00
Recommended Action: Approve the award of Bid 11-56; Annual Purchase of Veterinary Medical Supplies authorize the Purchasing Manager, if applicable, to sign the purchase order(s).

Community Planning Group

49. Corrective County Deed to Bryan Walker
Amount: N/A
Recommended Action: Execute the Corrective County Deed to Bryan Walker in the Rutledge area per Resolution 05-52.

50. Amended and Restated Conservation Easement for Gainesville Council on Aging
Amount: N/A
Recommended Action: Recommend Approval of Amended and Restated Conservation Easement for Gainesville Council on Aging.

Community Services Group

51. CHOICES Health Services and Managed Care Administrators, Inc.
Amount: N/A
Recommended Action: Approve and execute the First Amendment Between Alachua County And Managed Care Administrators, Inc., for the Provision of Automated Dental and Vision Care Claims Adjudication Services.

52. No Wrong Door 3 Grant Award Acceptance
Amount: $900,000.00
Recommended Action: Accept the No Wrong Door 3 grant and authorize the Chair to sign the acceptance letter, initial the special conditions pages, approve the Budget Amendment and adopt the Resolution 10-100 establishing the new grant fund. Authorize the Chair to sign all documents related to the No Wrong Door 3 grant that require action in the future.

53. Exception to Employee Policy 6-7 Vehicle Use to allow City of Newberry employees participating in the Employee Exchange Program to drive County emergency vehicles operated by the Department of Public Safety
Amount: N/A
Recommended Action: Approve the exception to Employee Policy Number 6-7 Vehicle Use to allow City of Newberry employees participating in the Employee Exchange Program to drive County emergency vehicles operated by the Department of Public Safety

54. FY2010/11 Agreement between Alachua County and State of Florida Department of Health for Operation of the Alachua County Health Department
Amount: $909,875.00
Recommended Action: Approve the FY2010/11 Agreement between Alachua County and State of Florida Department of Health for Operation of the Alachua County Health Department and authorize the Chair to sign.

55. Agreement with MV, 3rd amendment
Amount: $190,000.00
Recommended Action: Approve the 3rd Amendment to the Agreement between Alachua County and MV Contract Transportation, Inc., a for profit corporation serving as the Coordinated Transportation Provider.

56. Agreement for Medical Examiner's Services
Amount: $327,379.20 Admin Costs, plus autopsy fees
Recommended Action: Approve the 6th Amendment to the Three Party Agreement between Alachua County, the University of Florida Board of Trustees and William F. Hamilton, M.D.

57. 2010-11 Agreement with the State of FL Office of Attorney General for VOCA grant
Amount: $169,012VOCA;$38,412 cash match
Recommended Action: Approve the Agreement between the State of Florida Office of Attorney General and Alachua County Board of Commissioners/Victim Services and Rape Crisis Center and authorize the chair to sign. Approve an inter fund loan for $50,000. Adopt the Resolution 10-101 and Approve the Amendment to receive unanticipated revenue.

Tuesday, October 26, 2010 – 9:00 A.M. & 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in regular session.

PRESENT: Chair Cynthia Moore Chestnut presiding, Vice Chair Lee Pinkoson Commissioners Mike Byerly, Paula M. DeLaney, and Rodney J. Long,

ALSO PRESENT: County Manager Randall Reid, Assistant County Manager Richard Drummond, Assistant County Attorney David Wagner, Agenda Coordinator Darlene Ryon, Clerk of the Court J.K. Irby, Assistant Clerk/Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Vice Chair Pinkoson called the meeting to order at 9:00 A.M.

*****

1. Invocation by Rich Howell, Senior Minister for the University City Church of Christ in Gainesville.
   Amount: N/A
   Recommended Action: Hear Invocation by Rich Howell, Senior Minister for the University City Church of Christ in Gainesville.

Pledge of Allegiance

2. Pledge
   Amount: N/A
   Recommended Action: Hear Pledge

Approval of Agenda

3. Approve the Agenda
   Amount: N/A
   Recommended Action: A Motion to Approve the Agenda: (a) approve any amendments to the Regular and Consent Agenda; (b) adopt the Regular Agenda; and (c) approve all items on the Consent Agenda.

County Manager Reid stated that Items #10, Rural Concerns Advisory Council: Appointment of Three Citizens, #11, Rural Concerns Advisory Committee FY 2009-2010 Annual Report, and #13, County Attorney and County Manager Annual Performance Reviews were moved from consideration and scheduled for a later date.

Commissioner Pinkoson moved adoption of the agenda as amended. The motion carried 5-0.

The motion to approve the agenda includes the Public Hearing Agenda and approval of all items and recommended actions on the Consent Agenda.

(The approved agenda documents are attached to and made part of these minutes.)

Announcements

4. Announcements, Mark Sexton, Communications Coordinator
Amount: N/A
Recommended Action: Hear Announcements by Mark Sexton Communications Coordinator

Communications Coordinator Mark Sexton presented the following announcements:

1. The County led by Commissioner Long is starting the Stamp Out Hunger Food Drive. The food will help fill the shelves of local food banks. The drive will start Monday, November 8, 2010 from 7:00 A.M. till 7:00 P.M. at Citizen's Field. For more information contact Minnie Rolark at 264-6717.

2. The Alachua County Environmental Protection Department is encouraging citizens to participate in the Watermelon Pond Preserve Stewardship Planning meeting at the Archer City Hall at Wednesday October 27, 2010 at 6:00 P.M.

Time Certain Items
Public Comments (9:30 AM)

5. A.M. Public Comments
Amount: N/A
Recommended Action: Hear Public Comments

Chair Chestnut recognized Maria Parsons who presented comments to the Board.

Community Outreach

Recognitions and Proclamations

6. Recognition of the Board of County Commissioners by The Arc of Alachua County, Inc.
Amount: N/A
Recommended Action: Receive recognition from The Arc of Alachua County, Inc.

Chair Chestnut accepted the award from the Executive Director of ARC of Alachua County Dick Bradley. Mr. Bradley thanked the Board for their support of the ARC of Alachua County and presented them with an award.

7. Proclamation: "Children's Alliance Celebration Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring November 7, 2010 as "Children's Alliance Celebration Day" in Alachua County, Florida.

Chair Chestnut read and presented the Proclamation to Karen Bricklemeyer, Sheriff Darnell, and Becky O'Brien who accepted it with gratitude.

Appointments

8. Economic Development Advisory Committee: Confirmation of Nomination and Appointment of Two Citizens
Amount: N/A
Recommended Action: Confirm nomination of one citizen as the Santa Fe College representative (non-voting), and appoint two citizens to voting positions on the Economic Development Advisory Committee.

Commissioner Pinkoson moved appointment of Frank Blanco as the Alachua County Residential Alternate to a partial term ending December 2010 followed by a full term ending December 2014, David Ferro as the Actively Engaged as a Real Estate Professional in Connection with Economic Development to a partial term ending in December 2010 followed by a full term ending December 2014, and confirmation of Dug Jones as the Representative of Santa Fe College with no ending term date. The motion carried 5-0.

9. Health Care Board: Confirmation of Two Nominees
Amount: N/A
Recommended Action: Confirm the nominations of two citizens: one to the position of Representative - Family Practice Medical Group, term ending December 2012, and one to the position of Representative - North Florida Regional Medical Center, term ending December 2011.

Commissioner Long moved to confirm Kyle Baxter as the North Florida Regional Medical Center to a term ending December 2011 and Judah Cordovano as the Family Practice Medical Group to a partial term ending December 2010 followed by a full term ending December 2012. The motion carried 5-0.

~~10. Rural Concerns Advisory Council: Appointment of Three Citizens~~
~~**Amount:** N/A~~
~~**Recommended Action:** Appoint three citizens, all to terms ending September 2012: one to the citizen at large position, one to the Unincorporated Towns position, and one to the UF Institute of Food and Agricultural Sciences (IFAS) position.~~

Governmental Units
Advisory Board and Committee Reports

~~11. Rural Concerns Advisory Committee FY 2009-2010 Annual Report~~
~~**Amount:** N/A~~
~~**Recommended Action:** Receive the presentation of Rural Concerns Advisory Committee's FY 09-10 Annual Report and Work Plan for FY 10-11~~

12. Presentation of Historical Commission Annual Report and Work Plan 2010-2011
Amount: NA
Recommended Action: Hear the presentation.

Ashley Wood, Historical Commission Member, presented the above item.

Support Services Group

~~13. County Attorney and County Manager Annual Performance Reviews~~
~~**Amount:** N/A~~
~~**Recommended Action:** Arrive at a final rating for the County Attorney's and County Manager's annual performance reviews.~~

14. Presentation regarding the Kanapaha Park Community Center design to reflect changes in budget and approval of new design by Skinner, Vignola, McLean
Amount: N/A
Recommended Action: Approval of the Schematic Design for the Kanapaha Park Community Center so the project can move on to the next phase, which is Design Development

Parks Superintendent Rob Avery and Architect Howard McLean presented the above item.

Chair Chestnut recognized Alachua County Capital Projects Manager Allan Waters who presented comments to the Board regarding the Green Globes Building Standards.

By consensus, the Board agreed that the large meeting space should be able to be partitioned to accommodate groups of various sizes.

Commissioner Long stated that the office space should switch spots with the storage space so that the meeting spaces could be monitored from the office.

Chair Chestnut recognized Alachua County Capital Projects Coordinator Allan Waters who presented the Green Globes Certification process.

Commissioner Byerly stated that he is not so worried about the building being certified as meeting the standards for a green building. He stated that he would rather spend the certification money on the building itself.

Commissioner Pinkoson moved approval of the Schematic Design for the Kanapaha Park Community Center so the project can move on to the next phase, which is Design Development which includes the design comments from the commissioners. The motion carried 5-0.

Community Planning Group

15. Presentation on widening and resurfacing of CR 337, from Levy County Line to 700 feet South of SW 30th Ave.
Amount: N/A
Recommended Action: Approve 60 percent Design Plans for CR 337 Widening and Resurfacing from Levy County line to 700 feet South of SW 30th Ave and proceed to 90 percent Design Plans.

County Engineer Dave Cerlanek and Engineering Consultant Sam Middleton presented the above item.

Chair Chestnut exited at 10:53 A.M.

Commissioner DeLaney moved to approve 60 percent Design Plans for CR 337 Widening and Resurfacing from Levy County line to 700 feet South of SW 30th Ave and proceed to 90 percent Design Plans. The motion carried 3-1 with Commissioner Byerly voting "Nay".

Community Services Group

16. Emerald Waste Services: Commercial Franchise Application agreement between Alachua County and Emerald Waste Services, LLC.
Amount: $215,000.00 Revenue
Recommended Action: Approve the commercial franchise application agreement with Emerald Waste Services, LLC.

Waste Alternatives Manager Sally Palmi presented the above item.

Commissioner Long moved to approve the commercial franchise application agreement with Emerald Waste Services, LLC. The motion carried 4-0 with Commissioner Chestnut out of the room.

County Manager Reports

17. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report

1. The County is working on the concept of an organics project. The facility would create a bio solids digester. The facility could potentially use the GRU sludge which is currently sprayed on a field in Archer which has raised concerns from residents. The project would be a collaboration with the City of Gainesville and GRU. Mr. Reid advised the Board that there is a time table that will have to be met in order for the project to be a success.

2. Mr. Reid stated that the County has received a copy of the Sheriff's appeal to the Governor. Mr. Reid as advised the Board that the County will respond within the 5 day time frame with a complete and thorough response. He stated that the appeal has been made public for the citizens to review.

Closing Comments
Public Comments - 15 minutes

18. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

There was no one present who wished to address the Board.

Commission Comments

19. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Long stated that the Commission received two letters from citizens regarding fire services in the Cross Creek Area.

Mr. Reid stated that he would obtain the letters and respond to them with the appropriate fashion.

Commissioner Pinkoson stated that the Board also received a letter regarding NW 210th Ave regarding a lack of maintenance.

Mr. Reid said that he has not seen the letter yet but that he would review the matter.

Commissioner DeLaney stated that watched a program on CNBC on executive vision regarding infrastructure. She stated it was extremely informative and would like the Commissioners to view the program.

COMMISSION RECESSED AT: 11:19 A.M.
COMMISSION RECONVENED: 5:01 P.M.

Evening Community Outreach and Public Hearing (5:00 PM)
Public Comments - then resume Public Hearing (5:30 PM)

20. P.M. Public Comments
Amount: N/A
Recommended Action: Hear PM Public Comments

Chair Chestnut recognized Cynthia Smith who provided suggestions for the NW 16th Avenue construction project.

By consensus, the Board referred her comments to the County Manager for consideration.

Chair Chestnut recognized Melissa Norman and John Shehi who presented comments to the Board.

Mr. Shehi comments regarded requiring high optic internet technologies for the large developments as a way to attract business to the projects and reduce traffic.

By consensus, Mr. Shehi comments were referred to staff.

ADDED ITEM:

Hunger Awareness Proclamation

Chair Chestnut read and presented the Proclamation to Commissioner Long who accepted it with gratitude.

Public Hearings
Regular Matters

21. Opt-In of Gainesville and Hawthorne to Alachua County's Landscape Fertilizer and Irrigation Codes
Amount: N/A
Recommended Action: Adopt the proposed Ordinance 10-24; Opt-In of Gainesville and Hawthorne to Alachua County's Landscape Fertilizer and Irrigation Codes.

Gus Olmos, Hazardous Materials, presented the above item.

Commissioner Byerly moved to adopt the proposed Ordinance 10-24; Opt-In of Gainesville and Hawthorne to Alachua County's Landscape Fertilizer and Irrigation Codes. The motion carried 5-0.

ADDED ITEM:

Chair Chestnut recognized Boy Scout Troop 378 from Alachua County who is visiting in order to earn merit badges.

Legislative items

22. CPA-06-10: Urban Service Area, Transportation Concurrency Exception Area, Transportation Concurrency Backlog Area, Transportation Special District
Amount: N/A
Recommended Action: Approve Ordinance 10-25 adopting CPA-06-10 into the Alachua County Comprehensive Plan 2020 with the following bases: 1. The proposed amendment is consistent with the Goals, Objectives and Policies of the Future Land Use Element. 2. The proposed amendment is consistent with the Goals, Objectives and Policies of the Transportation Mobility Element. 3. The proposed amendment is consistent with the Goals, Objectives and Polices of the Capital Improvements Element.

Jonathan Paul, Impact Fees Manager, presented the above item.

Commissioner Pinkoson moved to adopt Ordinance 10-25 adopting CPA-06-10 into the Alachua County Comprehensive Plan 2020 with the following bases:

Item #1. The proposed amendment is consistent with the Goals, Objectives and Policies of the Future Land Use Element.

Item #2. The proposed amendment is consistent with the Goals, Objectives and Policies of the Transportation Mobility Element.

Item #3. The proposed amendment is consistent with the Goals, Objectives and Policies of the Capital Improvements Element.

Item#4. Incorporate staff recommendations

Item #5. Implement the changed suggested by the County Attorney on Policy 1.10.4 changing shall to may.

Item #6. Staff to bring back information on a similar policy on the back log authority incorporated within the urban cluster.

The motion carried 5-0.

23. A Public Hearing to Consider CPA-10-10, a small-scale land use amendment.
Amount: N/A
Recommended Action: Adopt CPA-10-10 amending the land use on parcel 6902-004-000 from Institutional to Heavy Industrial

Missy Daniels, Senior Planner, presented the above item.

Commissioner Byerly moved to adopt Ordinance 10-26 adopting CPA-10-10 amending the land use on parcel 6902-004-000 from Institutional to Heavy Industrial.

Chair Chestnut opened the Public Hearing at 7:06 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Chair Chestnut closed the Public Hearing at 7:06 P.M.

The motion carried 5-0.

Quasi-Judicial/Zoning Items
Closing Comments
Public Comments - 15 minutes

24. P.M. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

There was no one present who wished to address the Board.

Commission Comments

25. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Byerly moved to authorize the Chair to sign a letter in support of the Island Grove Masonic Lodge be added to the registry of historic places. The motion carried 5-0.

Commissioner Long stated that the Strike Out Hunger food drive will be on November 8, 2010 at Citizen's Park. Mr. Long would encourage citizen groups and the like to help stock the shelves of the local food banks for the holidays.

Commissioner Long stated that this week the Florida Association of Counties is having the advanced County Commissioner Class at the University of Florida. Mr. Long encouraged all Commissioners to attend at the University of Florida Hilton.

Commissioner DeLaney reminded all Commissioners that the MTPO meeting at 6:00 P.M. tomorrow evening is very vital in order for the County to receive the Federal Transportation Funds so all the Commission needs to be present.

There being no further business before the Board the meeting was adjourned at 7:11 P.M.

Adjourn
CONSENT/Community Outreach
Recognitions and Proclamations

26. Proclamation: "Theta Sigma Chapter of Alpha Phi Alpha Fraternity Day" in Alachua County, Florida.
Amount: N/A

Recommended Action: Present a proclamation declaring October 16, 2010 as "Theta Sigma Chapter of Alpha Phi Alpha Fraternity Day" in Alachua County, Florida.

CONSENT/Governmental Units
Constitutional Officers/Other Governmental Units

27. Ratification of the warrant list.
Amount: N/A
Recommended Action: Ratify the warrant list.

28. Approval of the Board of County Commission Minutes.
Amount: N/A
Recommended Action: Approve the minutes of August 17, 2010; August 30, 2010; and August 31, 2010.

29. Miscellaneous documents filed with the Clerk for informational purposes.
Amount: N/A
Recommended Action: Miscellaneous Documents filed with the Clerk are attached to be included in the minutes.

County Manager

30. Request to Advertise Public Hearing to Amend FY11 Budget Related to Carry Forwards and Reappropriations
Amount: N/A
Recommended Action: Authorize the advertisement of a public hearing to be held November 9, 2010, to amend FY11 budget.

Support Services Group

31. Alachua County Sheriff's Office Server Room Renovations.
Amount: $72,500.00
Recommended Action: Approve and execute the General Construction Agreement between Alachua County Board of County Commissioners and Hoffman Construction, Inc. for the Alachua County Sheriff's Office Server Room Renovations.

32. Lease for Court Services: Fourth Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Cinque Holdings Inc. for Rental Space at 249 W University Avenue, Suites A and B
Amount: $165,997.80
Recommended Action: Approve and execute the Fourth Amendment to the Lease Agreement between Alachua County Board of County Commissioners and

Cinque Holdings, Inc. for Rental Space at 249 W University Avenue, Suites A and B

33. Beaty RW Restaurant Equip Co.: Change Order 1 to Purchase Order 101254.
Amount: $2,943.34
Recommended Action: Approve Change Order 1 to Purchase Order 101254, issued to Beaty RW Restaurant Equip Co.

34. SIRIUS: Finance Report and Purchase Order 110702.
Amount: $193,922.00
Recommended Action: Approve the Finance Report and Purchase Order 110702, issued to SIRIUS.

Community Planning Group

35. Sidewalk Easement from Alcomi Corporation for SW 131 Street sidewalk in the Town of Tioga.
Amount: N/A
Recommended Action: Accept the Sidewalk Easement from Alcomi Corporation in connection with SW 131 Street in the Town of Tioga.

36. Filing in Boards Official Minutes of Chair Transmittal Letter and Final City of Gainesville and Alachua County Comments and Recommendations on USEPA Superfund Proposed Plan for Clean-up of Cabot-Koppers Superfund Site.
Amount: N/A
Recommended Action: 1) Approve the filing of the transmittal letter from the Chair of Board of County Commissioners and the final October 2010 City of Gainesville and Alachua County Comments and Recommendations on the USEPA Superfund Proposed Plan (dated July 2010) for the Cabot-Koppers Superfund Site as transmitted to USEPA on October 8, 2010 with final supporting documentation and attachments .

37. Special pay request for Blooming House Nursery
Amount: $2,240.00
Recommended Action: Approve Special Pay Request for Blooming House Nursery

38. Alachua County Forever Northeast Flatwoods Preserve Management Plan
Amount: $4,.00800 one-time Bond-reimbursable, $5,600.00 recurring
Recommended Action: Approve the Alachua County Forever Northeast Flatwoods Preserve Management Plan

Tuesday, October 26, 2010 – 9:00 A.M. & 5:00 P.M.

Community Services Group

39. Request to Advertise Public Hearing to Consider Creating The Alachua County Neighborhood Stabilization Property Conveyance Ordinance.
Amount: N/A
Recommended Action: Authorize the advertisement of a public hearing to consider an ordinance to prescribe disposition standards to be used by the County in selling and conveying real property acquired through the Neighborhood Stabilization Program.

40. Neighborhood Stabilization Program (NSP) Subrecipient Agreement with the Alachua County Housing Authority
Amount: N/A
Recommended Action: Approve the NSP Subrecipient Agreement with the Alachua County Housing Authority

41. Emergency Management Preparedness and Assistance Grant Agreement
Amount: $77,043.00
Recommended Action: Approve the FY10/11 Emergency Management Preparedness and Assistance Grant Agreement (4 copies), Adopt the Resolution 10-102 Amending the FY10/11 Adopted Budget, Approve the budget amendment, and authorize an interfund loan in the amount not to exceed $75,000.00

42. CHOICES Enrollment Update
Amount: N/A
Recommended Action: Accept the CHOICES Health Services Program Enrollment Update

43. Solid Waste: Agreements between Jones Edmunds and Associates, Inc. and Alachua County.
Amount: Not to exceed $500,000.00
Recommended Action: Approve the agreements with Jones Edmunds and Associates, Inc that will allow JEA to perform compliance monitoring and approve for the Chair to sign the agreements.

44. Slack Construction, Inc.: Change Order 2 to Purchase Order 101310.
Amount: $2,100.00
Recommended Action: Approve the Finance Report and Change Order 2 to Purchase Order 101310, issued to Slack Construction Inc.

45. Jerry Walters Construction, Inc.: Change Order 1 to Purchase Order 101315.
Amount: $6,700.00
Recommended Action: Approve the Finance Report and Change Order 1 to Purchase Order 101315, issued to Jerry Walters Construction, Inc.

January 11, 2011 Regular BOCC Meeting
Agenda Item #20

Title
Ratification of the Warrant List (Amended)

Amount
$1,601,932.66

Description
Ratification of the Warrant List for the period ending December 16, 2010.

Recommendation
Ratify the Warrant List.

Alternative(s)
Do not ratify the Warrant List and provide direction.

Requested By
Bob Decker

Originating Department
Finance and Accounting

Attachment(s) Description
Warrant List from the period ending December 16, 2010.

Documents Requiring Action
Warrant List

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Warrant List Board.pdf

CLERK OF THE CIRCUIT COURT

Finance and Accounting
Post Office Box 939
Gainesville, Florida 32602

J.K. "BUDDY" IRBY
CLERK

TELEPHONE
(352) 374-3605

December 16, 2010

MEMORANDUM

TO: Board of County Commissioners

VIA: Todd Hutchison, Finance Director

FROM: Steve Donahey, Deputy Clerk

SUBJECT: Warrant List

PERIOD	WARRANT TYPE	NUMBERED	AMOUNT
12-09-10	Machine	2238312 – 2238491	$887,692.83
12-16-10	Machine	2238493 – 2238756	$714,239.83

The above warrant lists are recommended for ratification by the Board.

TH/sd

January 11, 2011 Regular BOCC Meeting
Agenda Item #21

Title
Informal Discussion Minutes (Amended)

Amount
N/A

Description
Request approval of the County Commission Informal Discussion Minutes for October 5, 2010; November 16, 2010; December 7, 2010.

Recommendation
Approve the County Commission Informal Discussion Minutes for October 5, 2010; November 16, 2010; December 7, 2010.

Alternative(s)
Do not approve the minutes and correct or direct staff.

Requested By
Rhonda Baxter

Originating Department
Commissioin Office 6905

Attachment(s) Description
Draft Minutes for October 5, 2010; November 16, 2010; December 7, 2010.

Documents Requiring Action
Draft Minutes for October 5, 2010; November 16, 2010; December 7, 2010.

Executive Summary
Consider Approval for Draft Minutes for October 5, 2010; November 16, 2010; December 7, 2010.

Background
None

Issues
None

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Informal Discussion Minutes 10_5_2010.pdf
Attachment: Informal Discussion Minutes12_7_2010.pdf
Attachment: Informal Discussion Minutes 11_16_2010.pdf

Tuesday, October 5, 2010 – 10:00 A.M.
Grace Knight Conference Room
Alachua County Administration Building
12 SE First Street
Gainesville, Florida

BCC Informal Discussion

PRESENT: Chair Cynthia Moore Chestnut, (enters at10:30am) Vice Chair Lee Pinkoson, Commissioners Mike Byerly, Paula DeLaney and Rodney J Long

ABSENT:

ALSO PRESENT: County Manager Randall H. Reid; County Attorney Dave Wagner; Finance & Accounting Director Todd Hutchison; Administrative Services Director Betty Baker; HR Manager Kim Baldry; EO Manager Jackie Chung; Special Recruitment DJ Ferguson; pollution Prevention Manager John Mousa; Communications Coordinator Mark Sexton; Commission Services Coordinator Rhonda Baxter, Deputy Clerk Steve Donahey

The meeting was audio recorded.

Vice Chair Lee Pinkoson called the meeting to order at 10:05 AM.

General discussion included: EPA letter re: Koppers; Gladys Cofrin Animal Placement Endowment Proposal; Sheriff's notification on budget letter to include Byerly's proposed analysis; Meeting on Jail planned for December 7; BCC Retreat/orientation December 10; analysis Similar to Comm Byerly's for sheriff budget also suggested for jail issues; need for validation of $ constitutional officer return to General budget; Workforce Development; policy Revisions related to workforce development' 16th Ave 23rd Workshop or Charette?

Refine language and review for completeness

During this Informal Discussion no action was taken by the Commission.

There being nothing further before the group the meeting adjourned at 11:45a,.

DRAFT

Tuesday, November 16, 2010 – 10:00 A.M.
Jack Durrance Board Room 209
Alachua County Administration Building
12 SE First Street
Gainesville, Florida

BCC Informal Discussion

PRESENT: Chair Lee Pinkoson, Vice Chair Paula M. DeLaney
Commissioners Mike Byerly, Susan F. Baird, Rodney J Long

ABSENT:

ALSO PRESENT: County Manager Randall H. Reid; County Attorney Dave Wagner; Commission Services Coordinator Rhonda Baxter, Deputy Clerk Steve Donahey;

The meeting was audio recorded

Chair Cynthia Moore Chestnut called the meeting to order at 10:05 AM.

General discussion included: .Recovery Park; Florida Association of Counties; Welcome to Fort Clark Middle School; Deferred Action on the Wild Spaces Public Places purchase; Selling land back to the state at a future date; Sheriff Budget discussion; Comments on Informal Meeting

During this Informal Discussion no action was taken by the Commission.

There being nothing further before the group the meeting adjourned at 11:27 am.

Tuesday, December 7, 2010 – 10:00 A.M.
Grace Knight Conference Room
Alachua County Administration Building
12 SE First Street
Gainesville, Florida

BoCC Informal Discussion

PRESENT: Chair Lee Pinkoson, Vice Chair Paula DeLaney, Commissioners Mike Byerly (entered at 10:15am), Paula DeLaney, Rodney J Long (entered at 10:37am), Susan Baird

ABSENT:

ALSO PRESENT: County Manager Randall H. Reid, County Attorney Dave Wagner, Finance & Accounting Director Todd Hutchison, Administrative Services Director Betty Baker, Communications Coordinator Mark Sexton, Commission Services Coordinator Rhonda Baxter, Executive Assistant Jackie Timmons, Deputy Clerk Steve Donahey, Facilities Manager Charlie Jackson

The meeting was audio recorded.

Chair Lee Pinkoson called the meeting to order at 10:05am.

General discussion included: Purpose of Informal Discussion; Special Meeting on Jail today at 1:30pm, Agenda for BoCC Retreat/Orientation December 10; Potential for additional Informal Discussions being added to schedule; need for LEEDS vs Green Globe agenda item; Board and Committee assignments for Commission (particularly North Florida Regional Planning Council attendance); Offer to new Commissioner for one on one meetings with individual Commissioners (noticed due to sunshine law); Legislative Agenda; Federal agenda and annual DC trip; request for reissue of Master Level of Service Report;

During this Informal Discussion no action was taken by the Commission.

There being nothing further before the group the meeting adjourned at 11:49am.

January 11, 2011 Regular BOCC Meeting
Agenda Item #22

Title
Contracts and grants signed by the County Manager or County Staff (Amended)

Amount
N/A

Description
Request Approval of the Report of contracts and grants signed by the County Manger or Staff

Recommendation
Accept the report of contracts and grants signed by the County Manager or staff and include a copy of the contracts in the Board of County Commissions' minutes.

Alternative(s)
Do not accept and provide direction

Requested By
John Johnson

Originating Department
Office of Management and Budget

Attachment(s) Description
Report of signed contracts

Documents Requiring Action
None. Copies of all contracts are maintained in the Office of Management and Budget and are available for inspection.

Executive Summary
The report is a list of contracts approved by the County Manager in August and September, 2010 under guidelines adopted by the Board of County Commissioners. This report covers contracts signed in Augusta and September of 2010.

Background
On December 12, 2001 at their Regular Board meeting the Board of County Commissioners adopted guidelines for the execution of agreements by the County Manger and County Staff. The guidelines provide for review of all contracts and grants by, at a minimum, the Office of Management and Budget and the County Attorney prior to signature. and that such contracts be reported to the Board and include in the minutes as an official record.

Issues
Whether to continue having the agreements include in the Boards Minutes

Fiscal Recommendation
All contracts requiring an expenditure of funds were budgeted prior to signature. All revenues are in the happropriate budget

Fiscal Alternative(s)

NA

Funding Sources
various

Account Code(s)
various.

Attachment: Report of Contracts Final.pdf

CONTRACT #	VENDOR	TERM/DAYS TO COMPLETE	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7337	CERTIFIED ROOFING AND CONSTRUCTION (JOHNSON AND JOHNSON ROOFING	100 days after NTP	($45,519.00)	Agreement for rehabilitation of 2211 NE 12th Terrace , Gainesville	08/05/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7339	CROSSFIRE CONSTRUCTION, INC	100 days after NTP	($38,900.00)	Agreement for rehabilitation of 2923 NE 11th Terrace, Gainesville	08/05/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7342	CERTIFIED ROOFING AND CONSTRUCTION (JOHNSON AND JOHNSON ROOFING	55 days after NTP	($32,834.00)	Agreement for rehabilitation of 3713 SE 14th Terrace, Gainesville	08/05/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7345	LEADING EDGE BUILDERS, INC	55 days after NTP	($18,964.00)	Agreement for rehabilitation of 42 NE 21st Terrace, Gainesville	08/05/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7346	G.W SCHLITKUS AND JOHN WELLS (INDIVIDUALS)	8/5/2010 to 8/4/2010	none	License Agreement for special access to Phifer Flatwoods Additions to Roberts Tract (Alachua County Forever property)	08/05/10	ENVIRONMENTAL PROTECTION/LEGACY LANDS	Maintenance, mowing, security and hog removal in return for limited hunting privileges
7347	CORPORATE CONSTRUCTION LLC	100 days after NTP	($43,002.00)	Agreement for rehabilitation of 12017 NW 164th Terrace, Alachua	08/05/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7350	FLA HOMES, INC	55 days after NTP	($19,671.00)	Agreement for rehabilitation of 608 NW 1st Street, Gainesville	08/05/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7351	JAMES RAWSON CONSTRUCTION, INC	100 days after NTP	($47,870.00)	Agreement for rehabilitation of 2404 SE 10th Avenue, Gainesville	08/05/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7352	ROCK SOLID BUILDERS	100 days after NTP	($43,766.00)	Agreement for rehabilitation of 3150 NE 12th Street, Gainesville	08/05/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7358	LEADING EDGE BUILDERS, INC	55 days after NTP	($21,973.00)	Agreement for rehabilitation of 612 New 33RD Ave, Gainesville	08/05/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7365	ROCK SOLID BUILDERS	70 days after NTP	($38,280.00)	Agreement for rehabilitation of 216 NE 44th St , Gainesville	08/05/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7367	MICHAEL MANFREDI - SWEET DREAMS OF GAINESVILLE	8/14/2010	$350.00	License for use of County Fairgrounds	08/05/10	COUNTY MANAGER/FAIRGROUNDS	
7369	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT	8/05/2010 until terminated	none	License to all placement of platform and data logger in Forest Park on Hogtown Creek	08/05/10	PUBLIC WORKS/PARKS	
7370	GALLAGHER BENEFIT SERVICES	4/1/2010 to 9/30/2011	($24,000.00)	Agreement for actuarial Services for the CHOICES Program	08/05/10	COMMUNITY SUPPORT/CHOICES	
5838	THOMPSON, SIZEMORE AND GONZALEZ, P.A.	10/01/2010 to 09/30/2011	Rated based	Sixth Amendment to Agreement for Legal Services (Employment related)	08/16/10	COUNTY ATTORNEY'S OFFICE	
7353	GEOCOVE, INC	8/16/2010 until Terminated	($26,500.00)	Agreement to purchase and configure Software (Enterprise) for property and human needs assessment after an emergency	08/16/10	GROWTH/CODES	
6831	NATIONAL CAPTIONING INSTITUTE	10/01/2010 to 09/30/2011	($30,000.00)	Fourth Amendment for closed captioning service for certain public meetings	08/17/10	ADMINISTRATIVE SERVICE/EQUAL OPPORTUNITY	Rate based. Annual amount is a "not to exceed"

* Notice to Proceed

**Community Development Block Grant

CONTRACT #	VENDOR	TERM/DAYS TO COMPLETE	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7344	UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE STEPHEN O'CONNELL CENTER	6/1/2010 to 9/30/2010	$20,000.00	Agreement to secure the O'Connell Center for the Jehovah's Witness Conferences	08/17/10	COUNTY MANAGER/VISITORS AN CONVENTION BUREAU	
7348	BEHAVIORAL INTERVENTIONS, INC	7/1/2010 to 6/30/2011	($5,570.00)	Agreement for Warranty and Support for Electronic Monitoring for pre-trial defendants	08/17/10	COURT SERVICES	
7416	REPLAY SYSTEMS	10/01/2010 to 09/30/2011 (Automatic renewal after initial term)	($12,471.00)	Service Agreement for the Consolidated Communications Center logging recorder system	08/19/10	PUBLIC SAFETY/E-911	
5243	STAR GARAGE CORPORATION	10/01/2010 to 09/30/2011	($33,887.11)	Eighth Amendment to Lease for Suite 2B of Star Garage (111 SE 1st Avenue, Gainesville, Florida)	08/20/10	ADMINISTRATIVE SERVICES/FACILITIES	Suite occupied by Facilities Management
5245	STAR GARAGE CORPORATION	10/01/2010 to 09/30/2011	($49,755.60)	Eighth Amendment to Lease for Suite 6 of Star Garage (111 SE 1st Avenue, Gainesville, Florida)	08/20/10	ADMINISTRATIVE SERVICES/FACILITIES	Suite occupied by Office of Management and Budget
5424	STAR GARAGE CORPORATION	10/01/2010 to 09/30/2011	($25,214.52)	Eighth Amendment to Lease for Suite 1 of Star Garage (111 SE 1st Avenue, Gainesville, Florida)	08/20/10	ADMINISTRATIVE SERVICES/FACILITIES	Suite occupied by the Equal Opportunity Office
7349	M. J. JOHNSON CONSTRUCTION	55 days after NTP*	($11,953.00)	Agreement for rehabilitation of 250 SE 74th Street, Gainesville, FL	08/20/10	GROWTH/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7390	LESLIE SAPP CONSTRUCTION, INC	55 days after NTP	($11,334.60)	Agreement for Rehabilitation of 16718 NW 175th Terrace, Alachua	08/20/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
6066	TEM SYSTEMS, INC	10/01/2010 to 09/30/2011	($1,000.00)	Agreement for inspections and service for the arm gate at the Criminal Justice Center	08/30/10	ADMINISTRATIVE SERVICES/FACILITIES	
6667	THE ARC OF ALACHUA COUNTY, INC	8/30/2010 until terminated	none	Agreement to provide recycling services at County Parks	08/30/10	PUBLIC WORKS/PARKS	
6761	C & S BUILDING MAINTENANCE	10/01/2010 to 09/30/2011	($27,200.52)	Fourth Amendment to Agreement for Janitorial Services	08/30/10	ADMINISTRATIVE SERVICES/FACILITIES	Adds modular building at the Public Works Compound, Reduces frequency of services for the Administrative Annex and Agricultural Center. Includes all buildings at Public Works
6884	PERMA-FIX OF FLORIDA, INC	10/01/2010 to 09/30/2011	($32,000.00)	Second Amendment to Agreement for hazardous waste collections	08/30/10	ENVIRONMENTAL PROTECTION/HAZARDOUS WASTE	
6896	MOWERY ELEVATOR, INC	10/01/2010 to 09/30/2011	($21,756.00)	Second Amendment to Agreement for elevator maintenance	08/30/10	ADMINISTRATIVE SERVICES/FACILITIES	Includes: Civil Court House, State Attorney's Office, Public Defender's Office, County Administrations Building, Tax Collector's Office, Correctional Facility, Administrative Annex Building and the Wilson Building (Court Services and Information and Telecommunications Services)
6897	CREATIVE RECYCLING, INC	10/01/2010 to 09/30/2011	($32,000.00)	Second Amendment to Agreement for disposal of e-scrap	08/30/10	ENVIRONMENTAL PROTECTION/HAZARDOUS WASTE	Rate based agreement - annual cost is an estimate
7384	GATOR BASEBALL ACADEMY, INC	8/30/2010 until terminated	none	Agreement for management of the Jonesville Park ball fields	08/30/10	PUBLIC WORKS/PARKS	
7386	PEOPLE AGAINST VIOLENCE ENTERPRISES	10/01/2008 - 9/30/2010	($750.00)	Funding for "Stop the Violence" rally	08/30/10	COMMUNITY SUPPORT SERVICES	
7389	ORI ENTERTAINS LLC	9/3/2010 to 9/5/2010	$1,400.00	License Agreement for use of Fairgrounds	08/30/10	COUNTY MANAGER/FAIRGROUNDS	

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**Community Development Block Grant

CONTRACT #	VENDOR	TERM/DAYS TO COMPLETE	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7391	BIO-CYCLE LLC	10/1/2010 - 09/30/2011	($6,000.00)	Agreement to provide medical waste management and disposal service	08/30/10	PUBLIC SAFETY/RESCUE AND PUBLIC WORKS/ANIMAL SERVICES	
7392	MEDTRONIC PHYSIO CONTROL	10/01/2010 to 09/30/2011	($7,134.00)	Maintenance and service Agreement for medical equipment	08/30/10	PUBLIC SAFETY/RESCUE	
7261	RICHARD O TILLIS CONTRACTING, INC	55 days after NTP	($21,290.00)	Agreement for rehabilitation of 7402 NW 121st Lane, Alachua, FL	09/03/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7346	FLA HOMES, INC	55 days after NTP	($19,355.00)	Agreement for rehabilitation of 601 10th Street, Gainesville	09/03/10	GROWTH MANAGEMENT/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7385	V. E. WHITEHURST AND SONS	Original Term - 195 days after NTP is unchanged	($24,012.50)	Change Order #1 to Agreement for widening and resurfacing of SW 122 Street from Archer Road to SW 24 Avenue	09/03/10	PUBLIC WORKS/TRANSPORTATION	New contract total: $1,362,672.83
7375	CITY OF HAWTHORNE	6/1/2010 to 9/30/2010	$11,250.00	Agreement for County to provide Planning Services	09/05/10	GROWTH MANAGEMENT/PLANNING	
7394	EXIT REALITY PRODUCERS	10/01/2010 to 09/30/2011	($10,800.00)	Lease for transitional housing for the Metamorphosis Program - located at 4345 SW 20th Lane, Gainesville	09/08/10	COURT SERVICES/METAMORPHOSIS	
7417	EXIT REALITY PRODUCERS	09/01/2010 to 08/31/2011	($10,800.00)	Lease for transitional housing for the Metamorphosis Program - located at 4415 SW 20th Lane, Gainesville	09/08/10	COURT SERVICES/METAMORPHOSIS	
6604	IRON MOUNTAIN, INC	10/01/2010 to 09/30/2011	($45,935.52)	First Amendment to Agreement for record storage, record management services, confidential shredding and record destruction	09/13/10	ADMINISTRATIVE SERVICES/PURCHASING (SEE NOTE)	Purchasing is the responsible department - Agreement is utilized by multiple county departments and divisions
7035	WETLAND SOLUTIONS	9/13/201 to 7/20/2011	($5,800.00)	Environmental impact assessment related to reconstruction of CR 231	09/13/10	PUBLIC WORKS/TRANSPORTATION	
7381	UNIVERSITY OF FLORIDA BOARD OF TRUSTEES	03/01/2009 to 12/31/82010	Unchanged	First Amendment to Agreement for development of a crash mapping system	09/13/10	PUBLIC WORKS/TRANSPORTATION	
5664	ALACHUA COUNTY FARMER'S MARKET, INC	10/01/2010 to 09/30/2011	none	Fifth Amendment to Lease for property located 5920 NW 13th Street	09/15/10	ADMINISTRATIVE SERVICES/FACILITIES	
6894	EATON CORPORATION	10/01/2010 to 09/30/2011	($22,677.00)	Service Agreement for Uninterrupted Power Supply at the Correctional Center	09/15/10	ADMINISTRATIVE SERVICES/FACILITIES	
6945	MARY BANKS (INDIVIDUAL)	10/01/2010 to 09/30/2011	($6,840.10)	First Amendment to Agreement for janitorial services at Forest Park	09/15/10	PUBLIC WORKS/PARKS	
6947	BILLY S. THOMAS (INDIVIDUAL)	10/01/2010 to 09/30/2011	($7,300.00)	First Amendment to Agreement for janitorial services at Marjorie K Rawlings Park	09/15/10	PUBLIC WORKS/PARKS	
6951	MERRY GORDON (INDIVIDUAL)	10/01/2010 to 09/30/2011	($4,799.75)	First Amendment to Agreement for janitorial services at Lochloosa Park	09/15/10	PUBLIC WORKS/PARKS	
6952	MERRY GORDON (INDIVIDUAL)	10/01/2010 to 09/30/2011	($4,799.75)	First Amendment to Agreement for janitorial services at Owens-Illinois Park	09/15/10	PUBLIC WORKS/PARKS	
6953	RUBIN HILL (INDIVIDUAL)	10/01/2010 to 09/30/2011	($6,080.90)	First Amendment to Agreement for janitorial services at Santa Fe Lake Preserve	09/15/10	PUBLIC WORKS/PARKS	

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**Community Development Block Grant

CONTRACT #	VENDOR	TERM/DAYS TO COMPLETE	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
6988	ARTHUR PAYNE, SR (INDIVIDUAL)	10/01/2010 to 09/30/2011	($7,800.05)	First Amendment to Agreement for janitorial services at Kanpaha Park	09/15/10	PUBLIC WORKS/PARKS	
6989	ARTHUR PAYNE, SR (INDIVIDUAL)	10/01/2010 to 09/30/2011	($13,758.73)	First Amendment to Agreement for janitorial services at Jonesville Park	09/15/10	PUBLIC WORKS/PARKS	
6990	ARTHUR PAYNE, SR (INDIVIDUAL)	10/01/2010 to 09/30/2011	($5,402.00)	First Amendment to Agreement for janitorial services at Monteocha Park	09/15/10	PUBLIC WORKS/PARKS	
7102	GATOR TIMBER AND LAND LLC	10/15/2010 until Completed	$50,000.00	Agreement for Sale of Timber (thinning) for Lake Alto Preserve South (Alachua County Forever property)	09/15/10	ENVIRONMENTAL PROTECTION/LEGACY LANDS	Revenue is an estimate
7107	RUBIN HILL (INDIVIDUAL)	10/01/2010 to 09/30/2011	($4,380.90)	First Amendment to Agreement for janitorial services at Cynthia Moore Chestnut Park and Clark Butler Nature Preserve	09/15/10	PUBLIC WORKS/PARKS	
7108	RUBIN HILL (INDIVIDUAL)	10/01/2010 to 09/30/2011	($6,201.35)	First Amendment to Agreement for janitorial services at Marjorie K Rawlings Park	09/15/10	PUBLIC WORKS/PARKS	
7377	AWS CONVERGENCE TECHNOLOGIES INC dba WEATHERBUG	9/20/2010 until terminated	($28,000.00)	Agreement for 4 WeatherBug weather stations	09/15/10	PUBLIC SAFETY/EMERGENCY OPERATIONS	
7378	CITY OF GAINESVILLE	9/15/2010 until terminated	none	Memorandum of Agreement to maintain traffic signal located at SW 40th Blvd and State Road 24	09/15/10	PUBLIC WORKS/TRANSPORTATION	Related to the SW 62nd Blvd project. New Contract total is
7380	PPI CONSTRUCTION MANAGEMENT, INC	Original substantial completion 9/3/2010 increased 14 days	($27,350.00)	Change Order #7 for Construction Management Services for Jonesville Park	09/15/10	PUBLIC WORKS/PARKS	New contract total: $2, 288,638.00
7403	TRADEMARK METALS RECYCLING LLC	10/01/2010 to 09/30/2012	$50,000.00	Agreement for sale of recycled metals	09/15/10	PUBLIC WORKS/WASTE MANAGEMENT	Annual revenue is estimated. Rate based agreement
7406	WHITE SYSTEMS, INC	10/01/2010 to 09/30/2011	($1,825.00)	Maintenance Agreement for powered file in Risk Management	09/15/10	ADMINISTRATIVE SERVICES/RISK MANAGEMENT	
7397	REBUILDING TOGETHER NORTH CENTRAL FLORIDA	09/13/2010 until completed	($26,000.00)	Agreement for contractual services for the Summer Energy Audit Pilot Program	09/16/10	COUNTY MANAGER/SUSTAINABILITY	
7398	ENSOURCE, INC	10/01/2010 to 09/30/2011	($35,862.00)	Maintenance Agreement for Aastra and Avaya telephone systems	09/17/10	INFORMATION AND TELECOMMUNICATIONS SERVICES	
7405	JBF OF GAINESVILLE	09/20/201 to 09/25/2010	$3,300.00	License Agreement for use of the County Fairgrounds	09/17/10	COUNTY MANAGER/FAIRGROUNDS	
5122	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT	10/01/2010 to 09/30/2011	$11,863.62	TENTH Amendment to sublease agreement for office space at 201 SE 2nd Avenue (Environmental Protection Offices)	09/21/10	ENVIRONMENTAL PROTECTION	
5792	THE NATURE CONSERVANCY	10/01/2010 to 12/31/2010	($6,000.00)	Second Amendment to Agreement for real estate services	09/21/10	ENVIRONMENTAL PROTECTIONS/LEGACY LANDS	
7379	DOUGLAS A MERCER, KENNETH D. MERCER AND MELANIE C. MERCER	9/26/2010 to 9/26/2011	none	Second Amendment to License Agreement for special access to Santa Fe Rivers AP & E Preserve (Alachua County Forever property)	09/21/10	ENVIRONMENTAL PROTECTION/LEGACY LANDS	Maintenance, mowing, security and hog removal in return for limited hunting privileges
6739	JOEL E. SMITH AND JAMES D. KAUFMAN (INDIVIDUALS)	10/05/2010 to 10/05/2011	none	Second Amendment to License Agreement for Barr Hammock Preserve	09/22/10	ENVIRONMENTAL PROTECTION/LEGACY LANDS	Maintenance, mowing, security and hog removal in return for limited hunting privileges

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**Community Development Block Grant

CONTRACT #	VENDOR	TERM/DAYS TO COMPLETE	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7374	ALACHUA/BRADFORD REGIONAL WORKFORCE BOARD	9/23/2010 to 9/30/2010	($28,000.00)	Participation in the Summer Youth Employment (YES) Program	09/22/10	COMMUNITY SUPPORT SERVICES	Provides opportunities for work and work related learning opportunities for unemployed teens
7396	CHARLES I HOLDEN (INDIVIDUAL)	10/01/2010 to 9/30/2011	Rate Based	Agreement for Attorney Services related to land acquisition for Alachua County Forever	09/23/10	ENVIRONMENTAL PROTECTION/LEGACY LANDS	
4391	GATOR PLACE APARTMENTS	10/01/2010 to 09/30/20111	($7,123.92)	Twelfth Amendment to Lease Agreement for Fire Rescue Medic One Station	09/30/10	ADMINISTRATIVE SERVICES/FACILITIES	
6046	APEX MANAGEMENT GROUP	10/01/2010 until terminated	($25,000.00)	Fifth Amendment to Agreement for actuarial and cost allocations services	09/30/10	ADMINISTRATIVE SERVICES/RISK MANAGEMENT	
6950	EXTREME KLEEN JANITORIAL	10/01/2010 to 09/30/82013	($9,125.00)	First Amendment to Agreement for janitorial services at Copeland Park	09/30/10	PUBLIC WORKS/PARKS	
7212	CDC FAMILY AND BEHAVIORAL HEALTH SERVICES, INC	10/01/2010 to 09/30/2011	($30,000.00)	First Amendment to Agreement for Substance Abuse Intervention Services	09/30/10	COURT SERVICES	Grant Funded Project under the Edward Byrne grant program
7366	TOWERCOM III, LLC	10/1/2010 to 9/30/2015	($28,200.00)	Lease of space on Public Safety communication equipment on antenna	09/30/10	PUBLIC SAFETY	1st Year Lease Cost paid by Alachua County Sherriff from grant. Subject to annual increases
7404	GAINESVILLE JAYCEES	09/30/2010 to 04/30/2011	none	License Agreement for use of the Alachua County Fairgrounds	09/30/10	COUNTY MANAGER/FAIRGROUNDS	To allow Jaycees access to personal property on the site.
7371	ROCK SOLID BUILDERS	70 days after NTP	($36,331.00)	Agreement for rehabilitation of 1441 NE 20th Ave , Gainesville	08/05/20	GROWTH/HOUSING	Grant Funded Project under CDBG** Neighborhood Stabilization Program
7424	TRITECH EMERGENCY MEDICAL SYSTEM	10/01/2010 to-09/30/2011	($13,598.54)	Agreement fro technical; support for ambulance billing software	8/30/201	PUBLIC SAFETY	

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**Community Development Block Grant

#4341

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 4, 2010

MEMORANDUM

To: Charlie Jackson, Manager
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of your Green Sheet.

GATOR PLACE APARTMENTS
Twelfth Amendment to the Lease Agreement for Fire Rescue Medic One Station
Term: October 1, 2010 - September 30, 2011
Amount: $7,723.92 Annually Account: 001-5450-526-44-10

Please forward the document to the vendor and keep a copy for your files. Also attached is a copy of the encumbrance number.

Thank you for your assistance.

Enclosures

cc: TJ Joyner, Fire Rescue
Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

ITEM DESCRIPTION: Twelfth Amendment to Agreement between Alachua County Board of County Commissioners and Gator Place Apartments for Fire Rescue Medic One

DEPARTMENT:	**RETURN TO**	**CONTACT:** Charlie R. Jackson
Administrative Services	Charlie R. Jackson – Facilities Management	**PHONE** 352.374.5229

DOCUMENT(S) REQUIRING ACTION:	Twelfth Amendment to Agreement between Gator Place Apartments and Alachua County Board of County Commissioners	**AMOUNT:** $7,723.92 (7% reduction over FY10)

EXECUTIVE SUMMARY: Approve and execute the Twelfth Amendment to Lease Agreement between Gator Place Apartments and Alachua County for Fire Rescue Medic One.

BACKGROUND: On December 10, 1998, the County Manager approved the lease agreement with Gator Place Apartment for leasing an apartment for Fire Rescue Medic One Station. Consecutive amendments have been approved up to and including the Eleventh Amendment, which extended the term to September 30, 2010. This request is to extend the agreement commencing October 1, 2010 continuing through September 30, 2011. The monthly rent is $643.66. Funds are available in the Public Safety's 010/11 budget.

ISSUES: Should the County determine not to renew the lease with Gator Place Apartments, Public Safety would need to relocate Fire Rescue Medic One Station. This would create a space needs requirement for Fire Rescue Medic One and impact the County's ability to satisfy emergency services requests.

Recommendation:	Approve and execute the Twelfth Amendment to Lease Agreement between Gator Place Apartments and Alachua County Board of County Commissioners

Recommendation:	Approve and execute the Twelfth Amendment to lease agreement between Gator Place Apartment and Alachua County Board of County Commissioners
Funding Sources:	General Fund – Public Safety
Associated Costs	N/A
Account Code:	001-5450-526.44-10

ATTACHMENTS:	Twelfth Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Gator Place Apartments (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

TWELFTH AMENDMENT TO LEASE AGREEMENT BETWEEN GATOR PLACE APARTMENTS AND ALACHUA COUNTY

THIS TWELFTH AMENDMENT TO LEASE AGREEMENT, made and entered into this 30th day of Aug., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Tenant", and Gator Place Apartments, Inc hereinafter referred to as the "Landlord."

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an Agreement dated December 10, 1998, for leasing an apartment at Gator Place Apartments, 3600 S.W. 23rd Street, Gainesville, Florida, 32608; and,

WHEREAS, the parties hereto previously entered into a First Amendment to Agreement, dated October 4, 1999, and Second Amendment to Agreement dated September 26, 2000, Third Amendment dated September 26, 2001 and the Fourth Amendment dated September 27, 2002; a Fifth Amendment dated September 5, 2003; Sixth Amendment dated December 10, 2004; and Seventh Amendment dated December 10, 2004; Eight Amendment dated December 6, 2006, Ninth Amendment dated August 29, 2007; Tenth Amendment dated Sept 11, 2008; Eleventh Amendment dated July 6, 2009; and,

WHEREAS, the parties now desire to amend the Agreement to extend the term;

NOW, THEREFORE, the parties hereby agree to amend the October 4, 1999, Agreement, as amended, as follows:

A. Section 2. ***Term,*** is amended in its entirety to read:

Section 2. Term. The term of the lease shall begin October 1, 2010 and shall terminate on September 30, 2011, unless earlier terminated as provided herein.

B. Section 4. ***Rent,*** is amended in its entirety to read:

Section 4. Rent. From October 1, 2010 through September 30, 2011, the Tenant agrees to pay the Landlord monthly rental payments of Six Hundred Forty Three and Sixty Six Cents ($643.66). All rental payments shall be due on the first day of each month. The Landlord shall provide a monthly invoice by the 21st day of the previous month to the Tenant at the following address:

Fire Rescue/Services Department
P.O. Box 548
Gainesville, Fl. 32602

The Tenant shall submit monthly rental payments to Gator Place Apartments and shall mail the rental payments to the Landlord at P.O. Box 1185, Gainesville, Florida, 32602. The Tenant shall make all subsequent rental payments on or before the first day of each month. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax. The Tenant's tax exempt number is 11-065-024077-53C.

C. This twelfth amendment shall take effect upon the expiration of the lease currently in effect at the terms and specifications contained therein.

SAVE AND EXCEPT as expressly amended herein, all other terms and provisions of the original Lease, dated December 10, 1998, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Twelveth Amendment to Agreement to be executed for the uses and purposes therein expressed effective October 1, 2010.

WITNESS TO MR. REID:

Rhonda Baxter

ALACHUA COUNTY, FLORIDA

By: _____
Randall Reid
County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

GATOR PLACE APARTMENTS, INC

By: Ray Achey

Title: Pres.

Attest by Corporate Officer

By_____

Title: _____

#7346

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 4, 2010

MEMORANDUM

To: Ramesh Buch
Environmental Protection

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 23, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

HOLDEN, JR., CHARLES I.
Professional Services Agreement for Attorney for Land Acquisition for Alachua County Forever
Term: October 1, 2010 - September 30, 2011
Amount: Rate Based **Account: Multiple**

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

cc: OMB
Finance & Accounting

JDJ/jcp

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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Approval of Professional Services Agreement for the provision of closing services for land acquisitions and to provide legal advice on all real estate transactions for Alachua County Forever.**

DEPARTMENT:	**RETURN TO:**	**CONTACT:** Ramesh P. Buch
EPD	Ramesh P. Buch	**PHONE #:** 264-6804

DOCUMENTS REQUIRING ACTION:	**Professional Services Agreements**	**AMOUNT:** $50,000

EXECUTIVE SUMMARY: On March 15, 2002, the County executed Agreements with Ms. Melissa Jay Murphy and Mr. Ron Carpenter to provide legal services to assist with the implementation of Alachua County Forever. Early this year, Mr. Carpenter passed away necessitating a replacement. Mr. Charles "Chic" Holden has agreed to serve in this capacity.

BACKGROUND: Alachua County requires specialized real estate and legal services to complement the County Attorney's Office in the implementation of the Alachua County Forever Program. Services include the closing of real estate transactions, preparing contracts and Deeds, providing legal research and advice on more complicated transactions such as conservation easements and Life Estates. All requests for services are coordinated through the County Attorney's Office. Closing services are reimbursed based on the title insurance rate promulgated by the State. Additional services are reimbursed at a flat hourly fee. Services are paid from the Alachua County Forever Bond proceeds. Resolution 09-10 provides for the contracting for these kinds of professional services.

The existing agreements with Ms. Melissa Jay Murphy and Mr. Ron Carpenter were executed in 2002 and amended several times to extend their term, most recently on September 9, 2009 through 30, 2012. Early this year, Mr. Carpenter passed away necessitating a replacement in cases where there may a conflict between Alachua County, the seller and Ms. Murphy's law firm. Mr. Charles "Chic" Holden has agreed to serve in this capacity.

ISSUES: The County Attorney coordinates these contracts to ensure no duplication of effort and to ensure the quality and accuracy of the service.

ACTION

Recommendation: Execute the Agreement

BUDGETARY IMPACT

Recommendation:	Total dependant on volume of work.
Funding Sources:	Wild Spaces & Public Places
Associated Costs	n/a
Account Code:	Multiple Divisions in Fund 302

ATTACHMENTS:	Agreement with Holden. (2 COPIES)
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
CB 9/7/10			RE	RM	9/23/10

PROFESSIONAL SERVICES AGREEMENT FOR ATTORNEY

This agreement is entered into this 23rd day of Sept., 2010, between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as County" and Mr. Charles I. Holden, Jr., hereinafter referred to as Attorney".

WITNESSETH

Whereas, the County desires to employ an attorney to provide closing services for land acquisitions and to provide legal advice on all real estate transactions; and

Whereas, Attorney is qualified to provide these services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term. This agreement is effective for one year beginning this 1st day of October, 2010, and continuing through the 30th day of Sept., 2011, until terminated pursuant to paragraph 7, herein.

2. Representations and Warranties. By executing this Contract, Attorney makes the following express representations and warranties to the County:

a. Attorney is professionally qualified to act as the attorney for the County, is licensed to practice law and is a ten year member in good standing with the Florida Bar.

b. Attorney shall maintain all necessary licenses, permits or other authorizations necessary until Attorney's duties hereunder have been frilly satisfied;

3. Duties of Attorney. Attorney shall have and perform the following duties, obligations, and responsibilities to the County:

a. Perform standard closing services for the County such as:

i. providing closing services for land acquisitions made under the Alachua County Forever program.

ii. preparing documents and providing legal advice to the County on all real estate transactions, which may include, but are not limited to:

(1) preparing the closing documents (including deeds and conservation easements),
(2) preparing and reviewing related documents throughout the negotiation process (including deeds and conservation easements)

(3) verifying that the title is clear from any liens or encumbrances,
(4) ordering lien payoffs,
(5) attending the closings,
(6) reviewing closing documents,
(7) acting as an escrow agent,
(8) recording the documents, and
(9) providing legal advice to the County regarding such acquisitions.

b. Perform additional and exceptional legal consulting services. Specific services must be requested in writing by County.

c. Adhere to the Rules of Professional Conduct and the Rules Regulating the Florida Bar.

4. Duties of the County. For its assumption and performance of the duties, obligations and responsibilities set forth herein, Attorney shall be paid by the County as follows:

a. Attorney shall be paid for those services required by this Contract allocated in the following manner:

i. for standard closing services:

(1) title insurance shall be issued at the "promulgated rate," which is the lowest rate permitted by the Insurance Commission.
(2) title search fee billed at $75.00
(3) exam fee billed at $75.00

ii. for additional and exceptional legal consulting services:

(1) $125.00/hour for additional services only after written authorization from the County.

b. Reimbursable expenses will be paid by the County to Attorney for the following costs outlined below. Attorney will invoice for reimbursable costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

i. Travel expenses shall be paid in accordance with Section 112.61, Florida Statutes, and County policies and procedures.

ii. Other expenses will be reimbursed as follows:

(1) photocopies-$0.15 per copy or actual cost if out sourced;
(2) postage-actual cost;
(3) long distance telephone-actual cost;
(4) fax-actual long distance telephone cost only.

iii. If authorized in writing in advance by the County's representative, the cost of other expenditures made in the interest of the work effort.

c. If Attorneys duties, obligations and responsibilities are materially changed through no fault of Attorney after execution of this Contract, additional compensation shall be paid as outlined herein.

d. As a condition precedent for any payment, Attorney shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and costs due. Attorney's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such service. Attorney's invoice shall be accompanied by such documentation or data in support of costs for which payment is sought as the County may require. Each invoice shall bear the signature of Attorney, which signature shall constitute Attorney's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the costs included in the invoice have been reasonably incurred in accordance with this agreement, that all obligations of Attorney covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Attorney that payment of any portion thereof should be withheld. Submission of Attorney's invoice for final payment shall further constitute Attorney's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of Attorney to others, including its consultants, incurred in connection with the Project, will be paid in full. Attorney shall submit invoices to the County at the following address:

Ramesh Buch
Land Conservation Manager
201 SE 2nd Avenue, #201
Gainesville, Florida 32602

In the event that the County becomes credibly informed that any representations of Attorney relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to Attorney until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

e. The County shall make payment to Attorney, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Charles I. Holden, Jr.
Holden Carpenter Roscow & Kurdziel, PL
5608 NW 43rd Street
Gainesville, Florida 32653

5. Nonexclusive. This is a non-exclusive agreement with Attorney. County reserves the right to enter into contracts with other attorneys for the provision of the same services.

6. Notice of Termination or Default. Except as otherwise provided in this agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Law Office's and County representative are:

County: Ramesh Buch
Land Conservation Manager
201 SE 2nd Avenue, #201
Gainesville, Florida 32602

Law Office: Charles I. Holden, Jr.
Holden Carpenter Roscow & Kurdziel, PL
5608 NW 43rd Street
Gainesville, Florida 32653

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Buddy" Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

7. Termination.

a. The County may terminate the agreement without cause. The County's County Manager is authorized to provide written notice of termination on behalf of the County.

b. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to Attorney. The County will be the final authority as to the availability of funds. The County will pay Attorney for all work completed prior to any notice of termination.

8. Indemnification.

a. The Attorney shall indemnify and save harmless and defend the County, its officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortuous act, whether intentional or negligent, of the Attorney, his or her officers, agents, subcontractors, or employees, or any like person or entity in the performance of services under this Agreement.

b. The Attorney shall require all subcontractors to enter into an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors fully indemnities the County in accordance with this Agreement.

c. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Attorneys insurance coverage. This indemnification provision shall survive the termination of this Agreement.

9. Insurance.

a. The Attorney shall provide, pay for, and maintain in force at all times during the term of this Agreement Professional Liability Insurance (errors and omissions).

b. Such policy or polices shall be issued by a company or companies authorized to do business in the State of Florida. All policies required to be carried pursuant to this section shall provide coverage for any and all claims based on the actions of the Attorney in performing his or her services under this Agreement. Any liability policy or policies shall, as a minimum, carry limits of at least Five Hundred Thousand Dollars ($500,000.00).

c. Prior to the commencement of work hereunder, the Attorney shall furnish to the County a certificate or written statement of the required insurance.

d. The maintenance of the insurance coverage set forth herein shall not be construed to limit nor have the effect of limiting the Attorneys liability under the provisions of the indemnification clause.

10. Project Records. Attorney will retain all records relating to this agreement for three years after the completion of all work is performed. Attorney will make available to the County any and all records relating to this agreement for copying and inspection upon written request of the County. Furthermore, Attorney will make any records relating to this agreement available to any state, federal or regulatory authorities who may wish to review, inspect or copy these records.

11. Permits. Attorney will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. Laws & Regulations. Attorney will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Attorney is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Attorney is not familiar with state and local laws, ordinances, code rules and regulations, Attorney remains liable for any violation and all subsequent damages or fines.

13. Assignment of Interest. Neither party will assign nor transfer any interest in this agreement without prior written consent of the other party.

14. Successors and Assigns. The County and Law Office each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

15. Independent Contractor. In the performance of this agreement, Attorney is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Attorney is solely responsible for the means, method, technique, sequence, and procedure utilized by Attorney in the full performance of the agreement.

16. Collusion. By signing this agreement, Attorney declares that this agreement is made without any previous understanding, agreement, or connections with any persons, Law Offices or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

17. Conflict of Interest. Attorney warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Attorney shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

18. Prohibition Against Contingent Fees. Attorney warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Attorney to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Attorney any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

19. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

20. Severability. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

21. Non Waiver. The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

22. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. Attachments. All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

24. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

25. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

26. Construction. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

27. Entire Agreement. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

COUNTY:

ALACHUA COUNTY

Randall Reid, County Manager

APPROVED AS TO FORM

ATTORNEY:

Charles I. Holden, Jr.

#6739

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

MEMORANDUM

To: Sandra Vardaman
Environmental Protection Department

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 22, 2010**

Attached please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet for your files.

SMITH, JOEL E. & KAUFFMAN, JAMES D.
Second Amendment to the License Agreement for Barr Hammock Preserve
Term: October 5, 2010 – October 5, 2011
(Option to renew for 1 additional 1-year period)
Amount: N/A **Account: N/A**

Please forward the original document to the vendors and keep a copy for your files. Thank you for your assistance.

Enclosures

cc: File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachuacounty.us

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#6739

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Amendment to renew License Agreement for maintenance, security and hog removal services at Barr Hammock Preserve in exchange for limited hunting privileges.**		
DEPARTMENT:	RETURN TO	CONTACT:	**Sandra Vardaman**
EPD	Sandra Vardaman	PHONE #:	**264-6803**
DOCUMENT(S) REQUIRING ACTION:	Second Amendment to the License Agreement for Barr Hammock Preserve	AMOUNT:	**Savings up to $10,000/ year**

EXECUTIVE SUMMARY: This item requests the County Manager approve an amendment to renew the License Agreement for Barr Hammock Preserve between Alachua County and Joel E. Smith & James D. Kauffman that provides for maintenance, security, and hog removal services in exchange for limited hunting privileges at Barr Hammock for an additional one-year term and expand the hog removal services to include the Levy Prairie Addition.

BACKGROUND: The Barr Hammock Preserve was acquired on September 26, 2006 by Alachua County with funds from the Alachua County Forever Bond, a Florida Communities Trust grant and the South West Florida Water Management District. The most recent version of the Barr Hammock Preserve Management Plan was approved on January 27, 2009. The Management Plan makes specific reference to this agreement on Page 34, Easements, Concessions & Leases, Paragraph 2, which states, "The County has a License Agreement with a former lessee of the original Barr Hammock acquisition to provide site security, maintenance and feral hog removal services in exchange for limited hunting privileges. This agreement will end once the Preserve is opened to the public or sooner." The County has the option to extend the agreement for an additional one year term, and can terminate the agreement without cause with two (2) days written notice.

One of the Guiding Principles adopted by the BoCC on February 25, 2002 for the ACF Program was "...To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of "no loss of conservation values" stewardship. This agreement has saved the County as much as $10,000 per year in Stewardship costs, and as such is consistent with the guiding principle of minimizing stewardship expenses.

The Licensee's have demonstrated their ability to comply with the provisions of the agreement, have held a hunt lease with the previous owners of the property for decades, and have demonstrated their ability to care for the property and act responsibly. In addition, they possess valuable knowledge of the natural and cultural resources found on the property and have already assisted staff by sharing their knowledge of past activities. The County has the option of renewing this agreement for one (1) additional one-year period.

The amendment would authorize the renewal of the agreement between Alachua County and Joel Smith & Jim Kauffman for one additional one-year period and expand their hog removal services to the Levy Prairie Addition Property.

ISSUES:

1) Short term agreement for private hunting on County land. The Preserve is not open to the public at this time and the agreement will terminate prior to opening. The licensee's have a decade's long association with the property through previous hunting leases. The licensee's are aware that the County and the Conservation Trust for Florida are responsible for providing 24 public events per year and that all hunting will cease during these events and for other County business. They have also agreed to lead/assist with one of the events. This agreement has and will continue to provide a significant cost savings to the County if approved.

COUNTY MANAGER ITEM SUMMARY – Page 2

ACTION

Recommendation: Approve and sign the First Amendment to License Agreement for Barr Hammock Preserve.

BUDGETARY IMPACT

Recommendation:	Approval of this amendment will save the County approximately $10,000.
Funding Sources:	N/A
Associated Costs	N/A
Account Code:	N/A

ATTACHMENTS:	Second Amendment to License Agreement for Barr Hammock Preserve, and License Agreement for Barr Hammock Preserve
SUGGESTED REFERENCE MATERIAL:	Barr Hammock Preserve Management Plan

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
RPB RPB for this Bid					9/22/10

SECOND AMENDMENT TO LICENSE AGREEMENT FOR BARR HAMMOCK PRESERVE

THIS SECOND AMENDMENT TO LICENSE AGREEMENT FOR BARR HAMMOCK PRESERVE made and entered into this 22nd day of September, A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Joel E. Smith & James D. Kauffman, hereinafter referred to as "Licensees":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated October 5th, 2007, for MAINTENANCE, SECURITY AND HOG REMOVAL SERVICES at Barr Hammock Preserve in exchange for limited hunting privileges; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the October 5th, 2007, agreement as follows:

Section 1. Section One, ***Term***, is amended in its entirety to read:

Section One. Term. The term of this Agreement shall be from October 5th, 2010 through October 5th, 2011. The County, at its sole option, may renew this Agreement for one (1) additional one-year period.

Section 2. Section Two, **Property**, is amended in its entirety to read:

Section Two. Property. This Agreement is for the use of Barr Hammock Preserve, which is divided into two distinct use areas for the purposes of this agreement, the "Property" and the "Levy Prairie Addition" as depicted by the map contained in Attachment A to this Agreement and made a part thereof.

Section 7. Section Seven, **Duties and Restrictions** Subsection n. is amended in its entirety to read:

n. The Barr Hammock Licensee agrees that he shall not hunt on the Property assisted by or otherwise accompanied by dogs, without approval from the County's Alachua County Forever Staff.

Section 7. Section Seven, **Duties and Restrictions** Subsections t. u. & v. are added in their entirety to read:

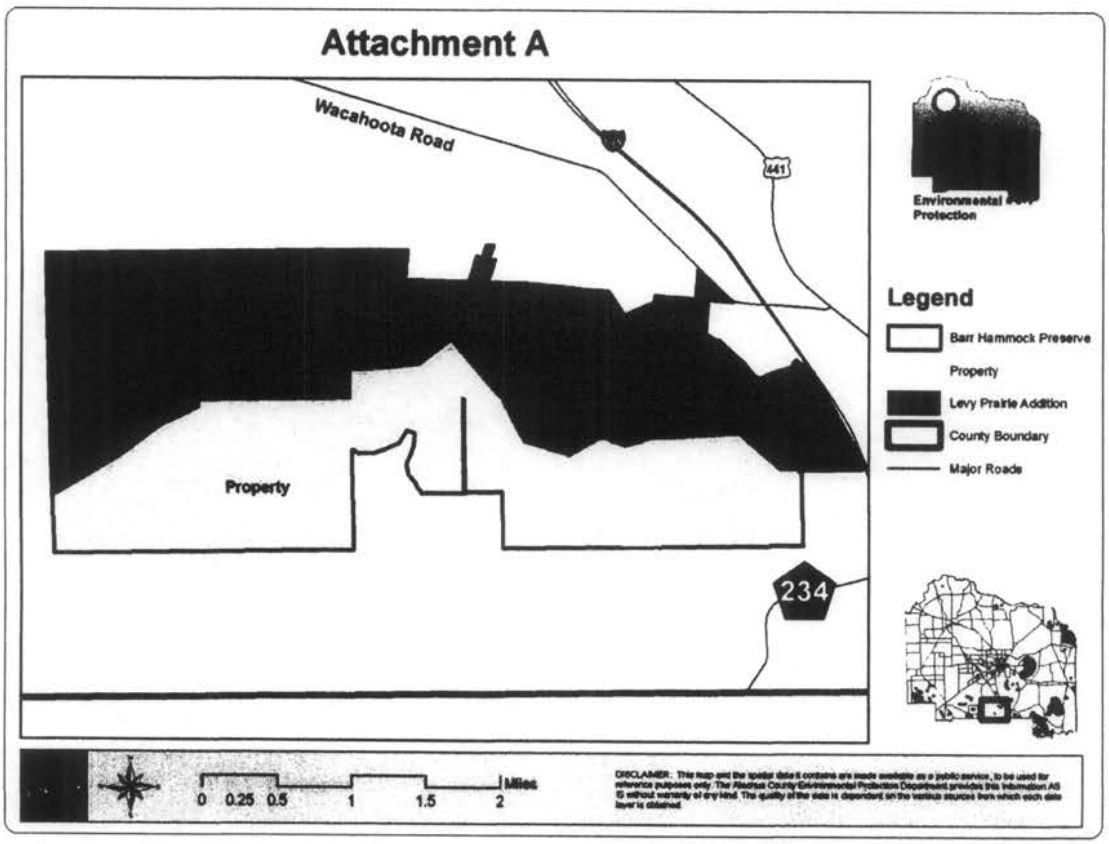
t. The Licensee agrees to control feral hogs on the Property and on the Levy Prairie Addition by hunting and trapping throughout the year, as necessary to control the population. Should it become necessary, up to one dog per hunter, to a maximum

of 3 dogs, may be used for hunting hogs, provided prior approval is given by the County's Alachua County Forever Staff.

u. Both the County and the Licensee agree to expand the area covered by this agreement to include the Levy Prairie Addition for the sole purpose of controlling the feral hog population on the Property and on the Levy Prairie Addition. This expansion in the area covered under this agreement does not allow any other Uses, and/or Duties or Restrictions other than those necessary to control feral hogs within the area.

v. No live feral hogs may be removed from the Property or Levy Prairie Addition.

Attachment A. Attachment A. **Map of the Property** is amended in its entirety to the map below entitled "Attachment A".



SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated October 5th, 2007, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to License Agreement for Barr Hammock Preserve to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

Witnesses:

Rhonda Boxter

_____

APPROVED AS TO FORM

_____
Alachua County Attorney

BARR HAMMOCK LICENSEE

Mr. Joel E. Smith

Joel E. Smith

NOTARY

Dated this 13th day of ~~September~~ August, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13th DAY OF August, 2010, by Joel Smith, who is personally known to me/ produced _____ as identification.

Brian Block

Notary Public, State of Florida at Large
My commission expires: 7/21/12

BRIAN BLOCK
MY COMMISSION # DD 808140
EXPIRES: July 21, 2012
Bonded Thru Budget Notary Services

BARR HAMMOCK LICENSEE

Mr. James D. Kauffman

NOTARY

Dated this 13th day of August, 2010.
SWORN TO AND SUBSCRIBED ~~BEFORE~~ ME THIS 13th DAY OF August, 2010, by James Kauffman, who is personally known to me/ produced _____ as identification.

Notary Public, State of Florida at Large
My commission expires: 7/21/12

BRIAN BLOCK
MY COMMISSION # DD 808140
EXPIRES: July 21, 2012
Bonded Thru Budget Notary Services

#5424

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 4, 2010

MEMORANDUM

To: Charlie Jackson, Manager
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 20, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of your Green Sheet.

STAR GARAGE CORPORATION
Eighth Amendment to the Lease Agreement for Suite 1 for Office Space for Office of Equal Opportunity
Term: October 1, 2010– September 30, 2011
(Option to renew for 3 additional one-year periods)
Amount: $25,214.52 Annually **Account: 001-1814-513.44-10**

Please forward the document to the vendor and keep a copy for your files. Enclosed is your encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

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EIGHTH AMENDMENT TO LEASE AGREEMENT
WITH STAR GARAGE CORPORATION
SUITE 1

THIS EIGHTH AMENDMENT TO THE LEASE AGREEMENT, made and entered into this 20th day of Aug., A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Star Garage Cooperation, located at 3434 SW 24th Avenue, Suite A, Gainesville, Florida 32607, herein after referred to as "Landlord";

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated September 27, 2002 for leasing of Suite 1 of the "Star Garage", located at 111 SE 1st Avenue, Gainesville, Florida.

WHEREAS, the parties hereto previously entered into a First Amendment dated September 17, 2003; Second Amendment to the Agreement dated December 23, 2003; Third Amendment dated September 21, 2005; Fourth Amendment to the Agreement dated October 6, 2006; Fifth Amendment to the Agreement dated September 14, 2007; Sixth Amendment to the Agreement dated September 11, 2008; Seventh Amendment dated July 6, 2009; and,

WHEREAS, the parties wish to amend the agreement;

NOW, THEREFORE, the parties hereby agree to amend the September 27, 2002 Lease as follows:

A. Section 3, ***Term***, of the original agreement is amended in its entirety to read:

> Section 3, Term. The term of this Lease shall be for a period of twelve (12) months, commencing on October 1, 2010 and terminating on September 30, 2011 unless earlier terminated as provide herein. This lease may be extended for three (3) additional one year terms under the terms and specifications contained in the original Lease.

For subsequent annual renewals of this Lease as provided above the annual base rental shall not exceed the change in the Consumer Price Index over the prior term, not to exceed four (4) percent.

B. Section 5, ***Base Rental*** of the original Agreement, is amended in its entirety to read:

Section 5. **Base Rental.** For the term October 1, 2010 through and including September 30, 2011, the Tenant shall pay to Landlord monthly rental payments of Two Thousand One Hundred and One and 21/100 dollars (2,101.21) The rent for such term as calculated shall be payable in twelve (12) equal monthly payments in advance, commencing October 1, 2010. The Landlord shall pay Tenant's water and electrical services for the leased premises. All rental payments shall be due on the first day of each month. The first payment shall be due on October 1, 2010. The Landlord shall submit a monthly invoice for payment at the following address:

J. K. Irby
Clerk of the Court
Attention: Finance and Accounting
Post Office Box 939
Gainesville, FL. 32602

The County shall submit monthly rental; payments to the Landlord at:

Star Garage Corporation
901 NW 8th Street, Suite B6
Gainesville, FL 32601

C. This Eighth Amendment shall take effect upon expiration of the lease currently in effect at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Lease dated September 7, 2002, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Eighth Amendment to the Agreement to be executed for the uses and purposes therein expressed effective October 1, 2010.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Randall H. Reid, County Manager

8/20/10
Date

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

By: _____
Alachua County Attorney's Office

_____
Date

STAR GARAGE CORPORATION

By: Bob Cockrell
Bob Cockrell, GM

7-16-10
Date

Attest for Star Garage Corporation (Corporate Officer)
BY: _____
Title: PRES
Print: SAUL SILBER

7-16-10
Date

ITEM DESCRIPTION:	Eighth Amendment to the Lease Agreement with Star Garage Corporation for lease of Suite 1– Equal Opportunity Office		
DEPARTMENT: Admin. Services/ Facilities Mgmt	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie R. Jackson **PHONE** 374.5229	
DOCUMENT(S) REQUIRING ACTION:	Eighth Amendment to the Lease Agreement with Star Garage Corporation for lease of Suite 1 – Equal Opportunity Office	**AMOUNT:** $25,214.52 (reduction of 4.25% over FY10)	

EXECUTIVE SUMMARY: The Eighth Amendment to the Lease Agreement with Star Garage Corporation is to extend the term of the agreement effective October 1, 2010 through September 30, 2011.

BACKGROUND: On October 5, 2001, the County Manager approved of the Lease Agreement for lease of Suite 2B located at the Star Garage. On September 17, 2003, the County Manager approved the "Exercise of Option and Extension of Lease Term" to extend the term commencing October 1, 2003 and ending September 30, 2005. The Second Amendment to the lease agreement was approved on December 23, 2003; Third Amendment approved on September 21, 2005; Fourth Amendment approved on October 2, 2006; Fifth Amendment approved on September 14, 2007; Sixth Amendment approved on September 11, 2008; Seventh Amendment approved on July 6, 2009. This is to request approval of the Eighth Amendment to the Agreement to begin October 1, 2010 and end on September 30, 2011.

ISSUES: The County's Equal Opportunity Office staff requires space to perform their duties and responsibilities. Denial of this request would create a space needs problem for the County.

Recommendation:	Approve and execute the Eighth Amendment to the Lease Agreement with the Star Garage Corporation for lease of Suite 1 for the Equal Opportunity Office

Recommendation:	Budgeted for FY 2011
Funding Sources:	Administrative Services/Facilities Management General Fund
Associated Costs	Janitorial Costs
Account Code:	001-1814-513.44-10
ATTACHMENTS:	Eighth Amendment to the Lease Agreement with the Star Garage Corporation for lease of Suite 1 – Equal Opportunity Office (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

#5424

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 4, 2010

MEMORANDUM

To: Charlie Jackson, Manager
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 20, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of your Green Sheet.

STAR GARAGE CORPORATION
Eighth Amendment to the Lease Agreement for Suite 1 for Office Space for Office of Equal Opportunity
Term: October 1, 2010– September 30, 2011
(Option to renew for 3 additional one-year periods)
Amount: $25,214.52 Annually **Account: 001-1814-513.44-10**

Please forward the document to the vendor and keep a copy for your files. Enclosed is your encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

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1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

EM DESCRIPTION:	Eighth Amendment to the Lease Agreement with Star Garage Corporation for lease of Suite 1– Equal Opportunity Office		
DEPARTMENT: Admin. Services/ Facilities Mgmt	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie R. Jackson **PHONE** 374.5229	
DOCUMENT(S) REQUIRING ACTION:	Eighth Amendment to the Lease Agreement with Star Garage Corporation for lease of Suite 1 – Equal Opportunity Office	**AMOUNT:** $25,214.52 (reduction of 4.25% over FY10)	

EXECUTIVE SUMMARY: The Eighth Amendment to the Lease Agreement with Star Garage Corporation is to extend the term of the agreement effective October 1, 2010 through September 30, 2011.

BACKGROUND: On October 5, 2001, the County Manager approved of the Lease Agreement for lease of Suite 2B located at the Star Garage. On September 17, 2003, the County Manager approved the "Exercise of Option and Extension of Lease Term" to extend the term commencing October 1, 2003 and ending September 30, 2005. The Second Amendment to the lease agreement was approved on December 23, 2003; Third Amendment approved on September 21, 2005; Fourth Amendment approved on October 2, 2006; Fifth Amendment approved on September 14, 2007; Sixth Amendment approved on September 11, 2008; Seventh Amendment approved on July 6, 2009. This is to request approval of the Eighth Amendment to the Agreement to begin October 1, 2010 and end on September 30, 2011.

ISSUES: The County's Equal Opportunity Office staff requires space to perform their duties and responsibilities. Denial of this request would create a space needs problem for the County.

ecommendation:	Approve and execute the Eighth Amendment to the Lease Agreement with the Star Garage Corporation for lease of Suite 1 for the Equal Opportunity Office

Recommendation:	Budgeted for FY 2011
Funding Sources:	Administrative Services/Facilities Management General Fund
Associated Costs	Janitorial Costs
Account Code:	001-1814-513.44-10
ATTACHMENTS:	Eighth Amendment to the Lease Agreement with the Star Garage Corporation for lease of Suite 1 – Equal Opportunity Office (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

EIGHTH AMENDMENT TO LEASE AGREEMENT
WITH STAR GARAGE CORPORATION
SUITE 1

THIS EIGHTH AMENDMENT TO THE LEASE AGREEMENT, made and entered into this 20th day of Aug., A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Star Garage Cooperation, located at 3434 SW 24th Avenue, Suite A, Gainesville, Florida 32607, herein after referred to as "Landlord";

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated September 27, 2002 for leasing of Suite 1 of the "Star Garage", located at 111 SE 1st Avenue, Gainesville, Florida.

WHEREAS, the parties hereto previously entered into a First Amendment dated September 17, 2003; Second Amendment to the Agreement dated December 23, 2003; Third Amendment dated September 21, 2005; Fourth Amendment to the Agreement dated October 6, 2006; Fifth Amendment to the Agreement dated September 14, 2007; Sixth Amendment to the Agreement dated September 11, 2008; Seventh Amendment dated July 6, 2009; and,

WHEREAS, the parties wish to amend the agreement;

NOW, THEREFORE, the parties hereby agree to amend the September 27, 2002 Lease as follows:

A. Section 3, ***Term***, of the original agreement is amended in its entirety to read:

> Section 3, Term. The term of this Lease shall be for a period of twelve (12) months, commencing on October 1, 2010 and terminating on September 30, 2011 unless earlier terminated as provide herein. This lease may be extended for three (3) additional one year terms under the terms and specifications contained in the original Lease.

For subsequent annual renewals of this Lease as provided above the annual base rental shall not exceed the change in the Consumer Price Index over the prior term, not to exceed four (4) percent.

B. Section 5, ***Base Rental*** of the original Agreement, is amended in its entirety to read:

Section 5. **Base Rental.** For the term October 1, 2010 through and including September 30, 2011, the Tenant shall pay to Landlord monthly rental payments of Two Thousand One Hundred and One and 21/100 dollars (2,101.21) The rent for such term as calculated shall be payable in twelve (12) equal monthly payments in advance, commencing October 1, 2010. The Landlord shall pay Tenant's water and electrical services for the leased premises. All rental payments shall be due on the first day of each month. The first payment shall be due on October 1, 2010. The Landlord shall submit a monthly invoice for payment at the following address:

J. K. Irby
Clerk of the Court
Attention: Finance and Accounting
Post Office Box 939
Gainesville, FL. 32602

The County shall submit monthly rental; payments to the Landlord at:

Star Garage Corporation
901 NW 8th Street, Suite B6
Gainesville, FL 32601

C. This Eighth Amendment shall take effect upon expiration of the lease currently in effect at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Lease dated September 7, 2002, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Eighth Amendment to the Agreement to be executed for the uses and purposes therein expressed effective October 1, 2010.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Randall H. Reid, County Manager

8/20/10
Date

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

By: _____
Alachua County Attorney's Office

_____
Date

STAR GARAGE CORPORATION

By: Bob Cockrell
Bob Cockrell, GM

7-16-10
Date

Attest for Star Garage Corporation (Corporate Officer)
BY: _____
Title: PRES
Print: SAUL SILBER

7-16-10
Date

#5243

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 4, 2010

M E M O R A N D U M

To: Charlie Jackson, Manager
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of your Green Sheet.

STAR GARAGE CORPORATION
Eighth Amendment to the Lease Agreement for Suite 2B for Office Space for Facilities Management
Term: October 1, 2010– September 30, 2011
(Option to renew for 3 additional one-year periods)
Amount: $33,887.16 Annually **Account: 001-1814-513.44-10**

Please forward the document to the vendor and keep a copy for your files. Enclosed is your encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

ITEM DESCRIPTION:	Eighth Amendment to the Lease Agreement with Star Garage Corporation for lease of Suite 2B – Facilities Management Office		
DEPARTMENT: Admin. Services/ Facilities Mgmt	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie R. Jackson **PHONE** 374.5229	
DOCUMENT(S) REQUIRING ACTION:	Eighth Amendment to the Lease Agreement with Star Garage Corporation for lease of Suite 2B – Facilities Management Office	**AMOUNT:** $33,887.16 (reduction of 4.25% over FY10)	

EXECUTIVE SUMMARY: The Eighth Amendment to the Lease Agreement with Star Garage Corporation is to extend the term of the agreement effective October 1, 2010 through September 30, 2011.

BACKGROUND: On October 5, 2001, the County Manager approved of the Lease Agreement for lease of Suite 2B located at the Star Garage. On September 17, 2003, the County Manager approved the "Exercise of Option and Extension of Lease Term" to extend the term commencing October 1, 2003 and ending September 30, 2005. The Second Amendment to the lease agreement was approved on December 23, 2003; Third Amendment approved on September 21, 2005; Fourth Amendment approved on October 2, 2006; Fifth Amendment approved on September 14, 2007; Sixth Amendment approved on September 11, 2008; Seventh Amendment approved on July 6, 2009. This is to request approval of the Eighth Amendment to the Agreement to begin October 1, 2010 and end on September 30, 2011.

ISSUES: The County's Facilities Management Office is housed at the location mentioned herein. Denial of this request would create a space needs problem for the County.

Recommendation:	Approve and execute the Eighth Amendment to the Lease Agreement with the Star Garage Corporation for lease of Suite 2B for the Facilities Management Office.

Recommendation:	Budgeted for FY 2011
Funding Sources:	Administrative Services/Facilities Management General Fund
Associated Costs	Janitorial Costs
Account Code:	001-1814-513.44-10

ATTACHMENTS:	Eighth Amendment to the Lease Agreement with the Star Garage Corporation for lease of Suite 2B – Facilities Management Office (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

EIGHTH AMENDMENT TO LEASE AGREEMENT
WITH STAR GARAGE CORPORATION
SUITE 2B

THIS EIGHTH AMENDMENT TO THE LEASE AGREEMENT, made and entered into this 30th day of August, A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Star Garage Cooperation, located at 3434 SW 24th Avenue, Suite A, Gainesville, Florida 32607, herein after referred to as "Landlord";

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated October 5, 2001 for leasing Suite 2B of the "Star Garage", located at 111 SE 1st Avenue, Gainesville, Florida.

WHEREAS, the parties hereto previously entered into a First Amendment dated September 17, 2003; Second Amendment to the Agreement dated December 23, 2004; Third Amendment dated September 21, 2005; Fourth Amendment dated October 6, 2006; Fifth Amendment dated September 14, 2007; Sixth Amendment dated September 11, 2008; Seventh Amendment dated July 6, 2009; and,

WHEREAS, the parties wish to amend the agreement;

NOW, THEREFORE, the parties hereby agree to amend the October 5, 2001 Lease as follows

A. Section 3, ***Term***, of the original agreement is amended in its entirety to read:

> Section 3, Term. The term of this Lease shall be for a period of twelve (12) months, commencing on October 1, 2010 and terminating on September 30, 2011 unless earlier terminated as provide herein. This lease may be extended for three (3) additional one year terms under the terms and specifications contained in the original Lease.

For subsequent annual renewals of this lease as provided above, the annual base rental shall not exceed the change in the Consumer Price Index over the prior term, not to exceed four (4) percent.

B. Section 5, ***Base Rental*** of the original Agreement, is amended in its entirety to read:

Section 5. **Base Rental.** For the term October 1, 2010 and terminating September 30, 2011, the Tenant shall pay to Landlord monthly rental payments of Two Thousand Eight Hundred Twenty Three and 93/100 DOLLARS ($2,823.93). The rent for such term as calculated shall be payable in twelve (12) equal monthly payments in advance, commencing October 1, 2010. The Landlord shall pay Tenant's water and electrical services for the leased premises. All rental payments shall be due on the first day of each month. The first payment shall be due on October 1, 2010. The Landlord shall submit a monthly invoice for payment at the following address:

J. K. Irby
Clerk of the Court
Attention: Finance and Accounting
Post Office Box 939
Gainesville, FL. 32602

The County shall submit monthly rental; payments to the Landlord at:

Star Garage Corporation
901 NW 8th Street, Suite B6
Gainesville, FL 32601

C. This Eighth Amendment shall take effect upon expiration of the lease currently in effect at the terms and specifications contained therein.

SAVE AND EXCEPT as expressly amended herein, all other terms and provisions of the original Lease dated October 5, 2001, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Eighth Amendment to the Agreement to be executed for the uses and purposes therein expressed effective October 1, 2010.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____ 8/30/10
Randall H. Reid, County Manager — Date

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

By: _____ _____
Alachua County Attorney's Office — Date

STAR GARAGE CORPORATION

By: _____ 7-16-10
Bob Cockrell, GM — Date

Attest for Star Garage Corporation (Corporate Officer)
BY: _____
Title: PRES
Print: SAUL SILBER — 7-16-10 Date

#5245

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Ron Akins, Administrative Support Manager
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010**

Enclosed please find one original of the document referenced below which was approved by the Board on the date referenced above.

STAR GARAGE CORPORATION
Eighth Amendment to the Lease Agreement for Suite 6 for Office Space for Office of Management/Budget
Term: October 1, 2010– September 30, 2011
(Option to renew for 2 additional one-year periods)
Amount: $49,755.60 Annually **Account: 001-1814-513.44-10**

Please forward the document to the vendor and keep a copy for your files. Enclosed is your encumbrance number. Thank you for your assistance.

Enclosures (2)

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

EIGHTH AMENDMENT TO LEASE AGREEMENT
WITH STAR GARAGE CORPORATION
SUITE 6

THIS EIGHTH AMENDMENT TO THE LEASE AGREEMENT, made and entered into this 30th day of August, A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Star Garage Cooperation, located at 3434 SW 24th Avenue, Suite A, Gainesville, Florida 32607, herein after referred to as "Landlord";

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated October 5, 2001 for leasing of Suite 6 of the "Star Garage" located at 111 SE 1st Avenue, Gainesville, Florida.

WHEREAS, The parties hereto previously entered into a First Amendment dated September 17, 2003; Second Amendment to the Agreement dated December 23, 2004; Third Amendment dated September 21, 2005; Fourth Amendment to the Agreement dated October 6, 2006; Fifth Amendment to the Agreement dated September 14, 2007; Sixth Amendment to the Agreement dated September 23, 2008; Seventh Amendment to the Agreement dated September 22, 2009; and,

WHEREAS, the parties wish to amend the agreement;

NOW, THEREFORE, the parties hereby agree to amend the October 5, 2001 Lease as follows:

A. Section 3, ***Term***, of the original agreement is amended in its entirety to read:

> Section 3. Term. The term of this Lease shall be for a period of twelve (12) months, commencing on October 1, 2010 and terminating on September 30, 2011 unless earlier terminated as provided herein. This

lease may be extended for two (2) additional one year terms under the terms and specifications contained in the original Lease.

For subsequent annual renewals of this Lease as provided above the annual base rental shall not exceed the change in the Consumer Price Index over the prior term, not to exceed four (4) percent.

B. Section 5, ***Base Rental*** of the original Agreement, is amended in its entirety to read:

Section 5. **Base Rental.** For the term October 1, 2010 through and including September 30, 2011, the Tenant shall pay to Landlord monthly rental payments of Four Thousand One Hundred Forty Six and 30/100 dollars (4,146.30) The rent for such term as calculated shall be payable in twelve (12) equal monthly payments in advance, commencing October 1, 2010. The Landlord shall pay Tenant's water and electrical services for the leased premises. All rental payments shall be due on the first day of each month. The first payment shall be due on October 1, 2010. The Landlord shall submit a monthly invoice for payment at the following address:

J. K. Irby
Clerk of the Court
Attention: Finance and Accounting
Post Office Box 939
Gainesville, FL. 32602

The County shall submit monthly rental; payments to the Landlord at:

Star Garage Corporation
901 NW 8th Street, Suite B6
Gainesville, FL 32601

C. This Eighth Amendment shall take effect upon expiration of the lease currently in effect at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Lease dated October 5, 2001, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Eighth Amendment to the Agreement to be executed for the uses and purposes therein expressed effective October 1, 2010.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Randall H. Reid, County Manager

_____
Date

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

By: _____
Alachua County Attorney's Office

STAR GARAGE CORPORATION

By: _____
Bob Cockrell, GM
Saul Silber Properties

Attest for Star Garage Corporation (Corporate Officer)
BY: _____
Title: P
Print: SAUL SILBER

ITEM DESCRIPTION:	Eighth Amendment to the Lease Agreement with Star Garage Corporation for lease of Suite 6 – Office of Management & Budget		
DEPARTMENT: Admin. Services Facilities	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie R. Jackson **PHONE** 374.5289	
DOCUMENT(S) REQUIRING ACTION:	Eighth Amendment to the Lease Agreement with Star Garage Corporation for lease of Suite 6 – Office of Management & Budget	**AMOUNT:** $49,755.60 annually (reduction of 4.25% over FY10)	

EXECUTIVE SUMMARY: The Eighth Amendment to the Lease Agreement with Star Garage Corporation is to extend the term of the agreement effective October 1, 2010 through September 30, 2011.

BACKGROUND: On October 5, 2001, the County Manager approved the Lease Agreement for lease of Suite 6 of the Star Garage. On September 17, 2003, the County Manager approved the "Exercise of Option and Extension of Lease Term" to extend the term commencing October 1, 2003 and ending September 30, 2005. The Second Amendment to the lease agreement was approved on December 23, 2003. The Third Amendment to the lease agreement was approved on September 21, 2005. The Fourth Amendment to the lease agreement was approved on October 6, 2006. The Fifth Amendment to the lease agreement was approved on September 14, 2007. The Sixth Amendment to the lease agreement was approved on September 23, 2008. The Seventh Amendment to the lease agreement was approved on September 22, 2009. This is to request an Eighth Amendment to the lease agreement commencing October 1, 2010 and ending September 30, 2011.

ISSUES: Denial of this request would create a lack of work space for the Office of Management & Budget, which would hinder the County's ability to perform its budgetary responsibilities.

Recommendation:	Approve and execute the Eighth Amendment to the Lease Agreement with the Star Garage Corporation for leas of Suite 6 – Office of Management & Budget

Recommendation:	Budgeted for FY 2011
Funding Sources:	Administrative Services/Facilities Management General Fund
Associated Costs	Janitorial Costs
Account Code:	001-1814-513.44-10

ATTACHMENTS:	Eighth Amendment to the Lease Agreement with Star Garage Corporation for lease of Suite 6, Office of Management & Budget (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

#7424

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 20, 2010

MEMORANDUM

To: TJ Joyner
Public Safety

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010, Received by Contracts September 23, 2010; Received from Dept. October 13, 2010**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

TRITECH EMERGENCY MEDICAL SYSTEMS INC.
Technical Support Agreement for the Ambulance Billing Software
Term: October 1, 2009 – September 30, 2010
Amount: $13,598.54 **Account: 001-5450-526.46-70**

Please keep this copy for your file. Attached is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
OMB

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**TriTech Emergency Medical Systems Service Agreement for Technical Support**

DEPARTMENT:	RETURN TO	CONTACT: TJ Joyner
Fire Rescue	TJ Joyner	PHONE #: 384-3126

DOCUMENT(S) REQUIRING ACTION:	AMOUNT:
Agreement for Technical Support (2)	**$ 13,598.54**

EXECUTIVE SUMMARY:

Alachua County Department of Public Safety provides ambulance billing with technical support and maintenance on the ambulance billing software.

BACKGROUND:

This is an Agreement for Technical Support with TriTech Emergency Medical Systems for maintenance and technical services described in detail on Schedule A of this Agreement. This is technical support for software used by the ambulance billing division. The Agreement will be effective from October 1, 2010, through September 30, 2011. The cost of the technical support agreement is $13,598.54 for FY 10-11.

ISSUES:

Maintenance and technical support services for the computer software in ambulance billing ensures an effective and efficient use of the system..

ACTION

Recommendation: Approve TriTech Emergency Medical Systems Agreement for Technical Support. Requires initials on pages 1-3, with a required signature also on page 3, and initials on attached Schedules pages 4-7..

BUDGETARY IMPACT

Recommendation:	Approve payment of $13,598.54 for maintenance & technical support for the ambulance billing program.
Funding Sources:	Fire Rescue - Emergency Medical Services Fund
Associated Costs	N/A
Account Code:	001-5450-526.46-70

ATTACHMENTS: Agreement for Technical Support

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
				PHM	8/30/10

TRITECH
Emergency Medical Systems

FL024

TriTech Emergency Medical Systems Service Agreement for Technical Support

This Technical Support Agreement ("Agreement") is dated as of September, **2010** by and between **TriTech Emergency Medical Systems Inc. (hereinafter referred to as "TriTech")**, a Delaware Corporation, with offices at P.O. Box 276, Decorah, Iowa ("TriTech") and _____ _____, with offices at _____,("Customer").

I. Definitions

a. The term *"Program"* shall have the meaning set forth in the Licensing Agreement.
b. *"Anniversary Date"* shall refer to each anniversary of the Commencement Date.
c. *"Commencement Date"* shall refer to the date the Program was delivered to Customer.
d. *"Licensing Agreement"* shall mean the licensing agreement dated _____ between TriTech and Customer.
e. *"Initial Support Term"* shall mean the 12-month period commencing on the Commencement Date.
f. *"Renewal Term"* shall mean each 12-month period commencing on the expiration of the Initial Support Term. (October 1, 2010 through September 30, 2011) JH
g. *"Technical Support"* shall mean those maintenance and technical services described in detail on Schedule A to this Agreement.
h. *"Support"* when used without a modifier shall mean Technical Support.

II. Affirmation of Licensing Agreement

Customer hereby certifies that it has read, agrees with and hereby reaffirms each of the terms and conditions contained in the Licensing Agreement.

III. Technical Support

Subject to the terms and conditions contained herein, during the Initial Support Term and any applicable Renewal Term, TriTech shall provide to Customer the Technical Support described in Schedule A attached hereto. TriTech's obligations under this Section III with respect to a Renewal Term are contingent upon Customer's timely making the payments required by Section IV.1.

IV. Fees and Payment; Renewal of Technical Support

1. **Support Fees and Renewal.** Customer by purchasing a license to the Program has already paid for Technical Support for the Initial Support Term. Approximately 60 days prior to the expiration of the Initial Support Term, TriTech will invoice Customer for the upcoming Renewal Term, payable 12 months in advance. Customer may accept Technical Support for the upcoming Renewal Term by paying TriTech's invoice in U.S. Dollars. If Customer fails to pay such invoice prior to the commencement of the Renewal Term, TriTech may immediately, notwithstanding Section VI and without further notice to Customer, terminate and treat this Agreement as terminated.

2. **Taxes.** Support fees and other charges set forth in this Agreement include state and local taxes. In addition to the fees and charges due TriTech under this Agreement, Customer shall remain liable for and shall pay all other applicable taxes, including but not limited to federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Program, excluding taxes based on TriTech's income.

TRITECH
Emergency Medical Systems

V. Warranties and Limitations of Liability

1. **Limited Performance Warranty.** TriTech warrants that it will use its reasonable best efforts to ensure that any Support it provides will be performed in a professional and workmanlike manner. TriTech agrees to use reasonable efforts to correct any error or defect in its provision of Support under this Agreement. The foregoing warranty and remedy do not expand or extend any limited warranties relating to the Program set forth in the relevant License Agreement. **THE PROVISIONS OF THIS SECTION SET FORTH THE ENTIRE LIABILITY OF TRITECH AND THE SOLE REMEDIES OF CUSTOMER WITH RESPECT TO TRITECH'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT.**

2. **Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL, OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITIY, TITLE, THE CONDITION OF ANY PRODUCT OR SERVICES, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.**

3. **Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRITECH OR ITS SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PROGRAM, EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

4. **Additional Limitation of Liability. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE TECHNICAL SUPPORT PROVIDED UNDER THIS AGREEMENT.**

VI. Termination

Subject to Section IV, if either party defaults in performing any material obligations required under this Agreement, the non-defaulting party may give written notice of its intention to terminate this Agreement, describing in reasonable detail the default. If the defaulting party fails to remedy such material default within thirty (30) days following such written notice, the non-defaulting party may terminate this Agreement unless such default is not reasonably susceptible to cure within said thirty (30) day period, and the defaulting party has commenced action to cure such default and continues such action with due diligence until the default is cured. In such case, an extension of time to cure shall be at the mutual written agreement of the parties, consent to which shall not be unreasonably withheld by the non-defaulting party.

VII. General

1) Entire Agreement. This Agreement and the License Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This

TRITECH
Emergency Medical Systems

Agreement may not be altered, modified, amended, changed, rescinded, or discharged in whole or in part, except by written agreement executed by both Customer and TriTech.

2) **Assignment.** This Agreement may not be assigned by Customer without the prior written consent from TriTech and any attempt to do so without TriTech's permission shall be void.

3) ***Force Majeure.*** Notwithstanding anything to the contrary in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement (other than nonpayment of money or breach of confidentiality provisions) if such default, delay or failure to perform is shown to be due entirely to causes beyond reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lock-outs or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, or nuclear disasters.

4) **Governing Law.** The validity and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law applicable to choice of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

TriTech Emergency Medical Systems Inc.

By: Teresa K Bary

Print Name: Teresa L. Ruroden

Title: General Manager

TriTech Emergency Medical Systems Inc.
P.O. Box 276
Decorah, Iowa 52101

Customer

By:

Print Name: Randall H. Reid

Title: County Manager

Customer
Site Address:
913 SE 5th Street
Gainesville FL 32601

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

Please help us provide the best support possible by answering these five questions:

1. *Are you satisfied with the support that you receive from TriTech?*
   Yes
2. *If you could make one change to TriTech support, what would it be?*
   Lower cost for maintenance contract :(
3. *Are you satisfied with your TriTech products?*
   Yes (still waiting for detail by receipt # on credit report)
4. *Which modules do you have that you couldn't 'live' without?*
   Batch Credits Contract/write off
   ASCII Import Medicare Remittance
5. *How often do you visit the TriTech Support website?* Monthly

TRITECH
Emergency Medical Systems

Schedule A

This Schedule describes the terms and conditions relating to Technical Support that TriTech provide to Customer during the Initial Support Term and any Renewal Terms. The Technical Support Agreement described into this Schedule does not expand on or change the Program warranty provisions set forth in the License Agreement.

Product Updates:

Some TriTech products utilize underlying data that is sourced from third parties and is unique per customer. This data may have been provided with the program by TriTech, or may have been sourced independently. Updates or changes to this underlying data are not included in product updates. From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Program and incorporate them in a formal "Update" to the Program. If Customer is receiving Technical Support from TriTech on the general release date for an Update and is not in breach of the Technical Support Agreement, TriTech will provide the Customer with the Update and related documentation, both at no additional charge to the Customer for the update. The customer will be charged for shipping and handling if an update CD is requested and an alternative electronic download method is available.

Technical Support Services:

Telephone Assistance for *Sweet*-CAD, *Sweet*-Billing and *Sweet*-Field Data / Fusion ePCR. Customer will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 8:00 a.m. and 5 p.m. U.S. Central Standard Time) on regular business days, excluding TriTech holidays, to consult with TriTech Technical Support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include communicating via pcAnywhere, modem, or a website collaboration tool.

***Sweet*-CAD Extended Support.** Emergency after hours support is available and should be contacted outside of normal business hours when the dispatching of ambulances is being disrupted by a malfunction of CAD. After-hours support information will be provided to the Dispatch Supervisor at the time of training.

Web Site Support. Online support is available 24 hours per day, offering Customer the ability to resolve its own problems with access to TriTech's most current information. Customer will need to enter its designated user name and password to gain access to the technical support areas on TriTech's Web site. TriTech's technical support areas allow Customer to: (i) search an up-to-date knowledge-base of technical support information, technical tips, and featured functions; (ii) access answers to frequently asked questions (FAQ); and (iii) access current program releases and documentation.

Software Problem Reporting. Customer may submit to TriTech requests identifying potential problems in the Program. Requests should be in writing and directed to TriTech by e-mail or FAX. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Customer of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

TRITECH
Emergency Medical Systems

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any hardware or software product ("Nonqualified Products") other than the Program. If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's sole opinion, performance of Technical Support is made more difficult or impaired because of Nonqualified Products, TriTech shall so notify Customer, and Customer will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render Technical Support under this Agreement. Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Program. Underlying data used by the program, such as map data, is not considered part of the program. Changes or additions to the underlying data, whether this data was provided by TriTech or by another source, are not covered by this agreement. TriTech will charge time and materials for extra service at its current published rates for custom software services.

Customer Responsibilities:

In connection with TriTech's provision of Technical Support as described in this Exhibit, Customer acknowledges that Customer has the responsibility to do each of the following:

1) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
2) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Program;
3) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the Technical Support described in this Exhibit;
4) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
5) Maintain a procedure external to the Program for reconstruction of lost or altered files, data, programs to the extent deemed necessary by Customer;
6) At all times follow routine operator procedures as specified in the Documentation;
7) Remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information; and
8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Definitions of 45 C. F.R. § 160.103

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

(i) That identifies the individual; or

(ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate Assurance

In the event that TriTech is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, TriTech agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Service Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech's obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.

#7377

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 19, 2010

MEMORANDUM

To: TJ Joyner
Fire/Rescue Services

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010; Received in Contracts September 21, 2010; Received Signed Contract from Dept. October 13, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of your Green Sheet.

AWS CONVERGENCE TECHNOLOGIES, INC. dba WEATHERBUG
Professional Agreement for WeatherBug Weather Stations
Term: September 20, 2010 until terminated
Amount: $28,000.00 Account: 085-5430-525.64-30

Please keep this document for your file. Also enclosed is your encumbrance number. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

#7377

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Professional Agreement with AWS Convergence Technologies Inc. (WeatherBug Weather Stations)

DEPARTMENT:	**RETURN TO**	**CONTACT:** Dave Donnelly
Public Safety	Dave Donnelly	**PHONE #:** 264-6510

DOCUMENT(S) REQUIRING ACTION:	Four copies of the agreement	**AMOUNT:** $ 28,000.00

EXECUTIVE SUMMARY:

Alachua County Emergency Management is responsible for safeguarding citizens during times of severe weather and disaster. Additionally, Emergency Management assists field responders during hazardous materials spills, wildfires and other incidents. Alachua County is over 900 square miles in size and weather can vary greatly from one area to another. The purchase of additional WeatherBug Tracking Stations will greatly enhance Emergency Management's ability to complete its mission by providing real time weather data at the Emergency Operations Center (EOC), to responders and the public via the Internet. This data can be used to determine evacuations zones for hazardous materials incidents, provide spot weather forecasts for wildfires as well as rainfall and wind data during severe storms. This information in turn would be used to communicate to the public the nature of a threat. This would be the third purchase in a planned County wide network of stations to ensure sufficient coverage. Additionally, this network assists the County in maintaining its StormReady designation from the National Weather Service.

BACKGROUND:

The WeatherBug Tracking Station provides a sensor suite that monitors twenty seven different weather variables and displays them to a fixed digital station and to the Internet. The data on line would include live weather, local forecast, and satellite and radar images as well as archived weather data. The WeatherBug Tracking Station cost $7,000.00 each. This year we want to purchase four (4) weather stations and install at Station 10, 12, 15, and 17. Additional weather stations will be purchased for other locations around the county at a rate of one to two a year. All of these stations will be networked together to ensure real time data delivery to Emergency Management, first response agencies and the public.

Additionally, Emergency Management maintains the County's Storm Ready designation which requires local weather monitoring equipment as part of the criteria. This station would provide the necessary data with the added benefit of public access. Alachua County was the first county in Florida to earn the Storm Ready designation and Emergency Management realizes that as technology advances, there is a need to review and upgrade equipment and systems in order to not only maintain current services, but improve upon them.

ISSUES:

Non approval of the agreement would terminate the purchasing process with AWS Convergence Technologies Inc.

ACTION	
ecommendation:	Staff recommends the County Manager execute the Agreement.

BUDGETARY IMPACT	
Recommendation:	$ 28,000.00
Funding Sources:	Emergency Management Preparedness and Assistance Base Grant, State Division of Emergency Management
Associated Costs	N/A
Account Code:	120-5430-525.64-30

ATTACHMENTS:	(4) Originals of the Agreement between Alachua County and Convergence Technologies Inc.
SUGGESTED REFERENCE MATERIAL:	

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
7/8/10			Approved agreed 9-9-2010	9/15/10

Rev 8-2003

Req # 54341

WEATHERBUG PROFESSIONAL AGREEMENT

12410 Milestone Center Drive, Suite 300, Germantown, MD 20876

AWS CONVERGENCE TECHNOLOGIES, INC. dba WEATHERBUG herein referred to as "AWS"

Customer Contact Information			
Business Name:	Alachua County Emergency Management	**Business Address:**	1100 SE 27th Street Gainesville, FL 32641
Contact Name:	Dave Donnelly		
Contact Phone:	(352) 264-6510	**Contact Fax:**	
Customer Billing Information (if different from above)			
Business Name:		**Business Address:**	
Contact Name:			
Contact Phone:		**Contact Fax:**	

WeatherBug Contact Information			
Salesperson:	Stuart Hershon	**Email Address:**	shershon@weatherbug.com
Contact Phone:	(800) 544-4429 ext 4080	**Contact Fax:**	(301) 258-5210

Schedule of Products and Services

Product Name	Notes	Quantity	Unit Price	Total Price
Installation (Standard) - Tracking Station		4	$2,000.00	$8,000.00
Streamer RT – Gov't / Comm	4 seats at no cost for 1 year	4 Seats	$0.00	$0.00
WeatherBug Tracking Station w/ Digital Display		4	$5,000.00	$20,000.00

Grand Total:	$28,000.00

_____
Initial Term of Contract

of Original Signed Terms and Conditions: ____

Remarks:

The buyer agrees to payment terms of Net 30 unless otherwise documented. Late payment fees will be charges as one percent (1%) per month or part thereof will be charges for any payment that is more than 30 days late.

Installation and/or maintenance costs quoted above are valid for standard installations only. Any installation or maintenance work that requires non-standard equipment, materials or regulatory expense may be subject to an additional charge.

Please allow six to eight weeks for delivery of hardware.

This order is subject to sales tax at time of invoicing.

The parties agree to be bound by the AWS terms and conditions.

Customer:

By: _____
Name: RANDALL H. REID, COUNTY MANAGER
Title:
Date: 9-15-2010

AWS Convergence Technologies, Inc.

By: _____
Name: William J. Jeffery
Title: VP, Sales Operations
Date: 9/20/2010

Please fax all pages of the signed agreement directly to AWS at 1-301-258-5210.

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

WeatherBug

ATTACHMENT 1 - TERMS AND CONDITIONS

WeatherBug PROFESSIONAL

1. Payment. The Buyer agrees to payment terms per Remarks section of Schedule. Late payment fees will be charged as follows: (a) one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late: (b) Payment should be made to:

AWS Convergence Technologies, Inc.
Dept 0152, PO Box 120152
Dallas, TX75312

2. Inspection and Acceptance. It is Buyer's responsibility to inspect and accept each unit at the time of delivery. Failure of Buyer to inspect and accept the unit at that time waives Buyer's rights to inspection and acceptance as a term of the contract. However, any actions under this clause shall not be deemed a waiver of any warranty contained herein.

3. Web Services. As part of this package purchase, Seller agrees to provide to Buyer: (1) complete access to the web service specified on the Schedule; (2) Provide adequate bandwidth and server capacity; (3) Provide toll-free technical support. The above services will be provided for as long as Seller maintains support for the applicable web service.

4. Term and Termination. The web services shall have an initial term as specified on the Schedule. Unless otherwise specified on the Schedule, the web services subscription shall automatically renew for successive 12 month terms, unless terminated by either party with at least 30 days notice prior to the expiration of the then current term.

5. Dispute. The parties agrees that any dispute, other than those relating to payment, due and owing from Buyer to Seller, arising out of or relating to this Agreement, shall be subject to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties shall jointly request that an Arbiter be appointed by the Alternative Dispute Resolution Administrator for the Circuit Court for Montgomery County, Maryland, to serve as the final arbiter of any dispute. Any award of the Arbiter shall be enrollable in the applicable court for enforcement. Both Buyer and Seller agree that the finding of the arbitrator is binding and no other remedy, including legal remedies, is permitted.

6. Warranty. The Seller warrants the hardware and software purchased by the Buyer against defects in workmanship and materials for a period of one (1) year from date of delivery under this contract. The Seller shall, at its sole option, either repair or replace defective items. Buyer is responsible to return of defective items to Seller by means specified by the Seller. The Buyer shall bear all shipping expenses. Packing of defective items for return is responsibility of Buyer. Damage due to natural causes (storms, lightning, flying debris, etc.) is not covered by this warranty. Damage resulting from Buyer negligence or mishandling of hardware and software is not covered by this warranty.

7. Alterations and Attachments. If Buyer makes alterations or attaches a device or any other item to the AWS unit as sold and installed, the warranty is voided and Seller has no further obligation under the warranty.

8. Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE WEB SERVICES AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABALE" BASIS. EXCEPT AS PROVIDED IN SECTION 6 ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO BUYER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT SELLER IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE SERVICES, AND SELLER SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM BUYER'S OR ANY AUTHORIZED USER'S RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

9. Lightning Disclaimer. Experience has shown that the resolution, timeliness, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by Seller, and/or its data suppliers.

10. Liability. Buyer and subsequent users of hardware and software agree to waive any liability of Seller for damage caused by hardware and software installation and operation on any user premises.

11. Limitations of Liability. Except for damages caused by Seller's willful misconduct, recklessness, or gross negligence, the parties agree that to the extent permitted by applicable law, Seller limits or disclaims liability related to the manufacture, delivery, or use of the equipment, the software and/or supplies used in connection with the equipment or the provision of services for the equipment, as follows: (a) For direct damages, Seller liability is limited to the amounts paid by Buyer for the equipment, software, supplies or services giving rise to, or which are the subject of the claim, whether such claim alleges breach of contract, or tortious conduct including but not limited to negligence or any other theory; (b) Seller disclaims liability for indirect, incidental, special, or consequential damages (including but not limited to, loss of use, revenue, or profit) whether such claim alleges breach of contract, tortious conduct including but not limited to negligence, or any other theory.

12. Data Rights. Seller retains all rights to data and/or video images (hereinafter "data") generated by the AWS system(s). Seller grants Buyer a limited license for use of such data, in connection with Buyer's internal business/educational purposes, but for no other purpose. Seller has exclusive rights for resale or to otherwise use data from the installed system(s). Buyer and users of hardware and software under this contract cannot provide access to third parties without the express written consent of Seller. Requests for access must be in writing to the Seller at the Seller's place of business. Seller grants Buyer a royalty free license to use and disseminate data generated by the Buyer's AWS system for educational purposes, save and except that Buyer is expressly prohibited from disseminating data to media outlets (such as TV stations, cable channels, radio stations, newspapers, and magazines). Buyer is expressly prohibited from disseminating data from any other AWS system.

13. Access To Communication Line. Buyer agrees to connect, at Buyer expense, the AWS unit(s) to a dedicated, full-time Internet connection. Buyer further agrees to maintain the AWS system in an operational mode at all times and to permit Seller authorized outside access to system data through the telecommunication line. Telecommunication line expense is solely the obligation of Buyer. Buyer agrees to follow all procedures outlined in the Operations Manual to ensure system access is maintained.

14. Non-Waiver of Rights. The failure of Buyer or Seller to insist upon strict performance of the terms and conditions of this Contract or to exercise any rights or remedies, shall not be construed as a waiver or its rights to assert any of same rights or to rely on any such terms or conditions at any time thereafter.

15. Governing Law. This Agreement shall be governed by the laws of the State of Maryland.

16. Attorney's Fees/Costs. In any action by a party to enforce its rights hereunder, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees & other arbitration costs).

17. Extraordinary Circumstances. Except for obligations of payment, neither Seller nor the Buyer shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to, work stoppages, floods, lightning and all other acts of God.

18. Breach. Either party may terminate this Agreement on breach by the other party of any material term or condition hereof 10 days after written notice is given to the breaching party by the non-breaching party if such breach is not cured.

19. Order Fulfillment. If this is a multiple unit order and/or includes promotional goods, credits, services, and the Buyer does not fully complete the terms of the Order agreement, Seller reserves the right to rebill at standard prices or to retrieve the promotional items, unless the Buyer reconciles by acquiring another AWS product eligible for such promotional items/discounts.

20. Patent Indemnity. Seller will defend the Buyer from, and pay for ultimate judgment or liability for infringement in the United States by equipment or operating system software ("Software") of any patent, trademark, trade secret, protected semiconductor chip mask work, or copyright if Buyer promptly notifies Seller in writing of any alleged infringement, allows Seller to defend, and cooperates with Seller. Seller is not responsible for any non-AWS litigation expenses or settlements unless AWS agrees to them in writing. Seller is not liable for any infringement due to equipment or software being made or modified by the Buyer or Buyer requested specification or designs, or being used or sold in combination with equipment, software, or supplies not provided by Seller. IMPORTANT: SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF NON-INFRINGEMENT AND HAS NO OTHER LIABILITY FOR INFRINGEMENT OR ANY DAMAGES THEREFROM. To avoid an infringement (even if not alleged) Seller may, at its option, at no charge to Buyer, obtain a license to use, modify, or substitute an equivalent item for the infringing equipment or software.

21. Purchase Orders. Except for identifying goods, services or software ordered, prices and quantities, the terms and conditions contained or referenced in Buyer purchase order or other ordering documents shall be of no force or effect.

22. Necessary Maintenance by AWS. Buyer will provide, upon reasonable notice by Seller, access to the system(s) for the purpose of supplying necessary maintenance and/or the installation of additional sensor equipment.

23. Severability/Assignability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable. Neither party may assign this Agreement or any of its rights and obligations hereunder to any person, firm or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided however that either party may assign this Agreement to a successor in interest as a result of a sale of all or substantially all of its stock or assets.

24. Modification. This contract shall not be varied in its terms or conditions by any oral Agreement or representation, but only by an instrument in writing of even or subsequent date thereto, properly executed by both the Seller and Buyer.

25. Entire Agreement. The terms and conditions contained or referenced in this Order Agreement are the complete and entire agreement between Seller and Buyer respecting the subject matter of this Agreement.

Customer Signature and Date

RANDALL H. [illegible] COUNTY MANAGER

#7417

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 11, 2010

MEMORANDUM

To: Melanie Corona
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 8, 2010**

Attached please find a copy of the document referenced below which was signed by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet for your files.

EXIT REALTY PRODUCERS
Lease Agreement for the Metamorphosis Transitional Housing located at 4415 SW 20th Lane
Term: September 1, 2010 – August 31, 2011
Amount: $900.00 Monthly Rental **Account: 024-3610-523.44-10**

Please forward the document to the vendor and keep a copy for your file. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosure

cc: F&A
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

#7417

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	County Manager sign the Lease And Rental Agreement between Exit Realty and Alachua County for rental of Condominium for Metamorphosis Transitional Housing.

DEPARTMENT:	RETURN TO	CONTACT: Melanie Corona
Court Services	Melanie Corona	PHONE (352) 359-3285

DOCUMENT(S) REQUIRING ACTION:	Lease and Rental Agreement between Alachua County and Exit Realty Producers	AMOUNT: **$10,800**

EXECUTIVE SUMMARY: The lease agreement for the property located at 4415 SW 20th Lane in Gainesville will provide as an apartment that has four transitional housing beds for clients at Metamorphosis. Alachua County currently has a lease agreement with Exit Realty for a different property that also serves as a Transitional Housing Apartment for Metamorphosis.

BACKGROUND: Alachua county previously was leasing an apartment for the same purpose with Adell Nattiel. That lease has since expired and we are requesting to replace that lease with the current one. Metamorphosis is budgeted to have two transitional housing apartments.

ISSUES: Failure to sign the lease would result in Metamorphosis loosing 4 beds for transitional housing. Furthermore, this would increase the wait list time to enter the program.

ACTION

Recommendation: Sign the Lease as written.

BUDGETARY IMPACT

Recommendation:	Sign the Lease Agreement as is
Funding Sources:	**General Fund and Florida Department of Children and Families Grant Funding for Substance Abuse Treatment**
Associated Costs	Electric and Water bill, which has already budget for
Account Code:	024-3610-523 and ~~024-3610-138~~

ATTACHMENTS: Lease and Rental Agreement between Alachua County and Exit Realty Producers

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					7/8/10

LEASE AND RENTAL AGREEMENT

Alachua County, a Charter County and political subdivision of the State Of Florida, by and through its Board of County Commissioners hereinafter called Tenant(s), hereby jointly and severally, agree(s) by this Lease to rent from **Exit Realty Producers as agent for Owner .** hereinafter called Landlord, the following Unit, located at 4415 SW 20th Lane, Gainesville, Florida 32606 for a rental term beginning **09-01-2010**and ending on **08-30-2011** at NOON (12:00 P.M.), both dates inclusive, at a rental rate of **$900.00** Dollars per month, payable by a single personal check, cashier's check or money order, without billing on the first day of each successive month to Landlord at his Office or by mail, subject to the conditions and terms below which are hereby mutually accepted by Tenant(s) and Landlord. Landlord hereby acknowledges receipt of the following sums of money from Tenant(s), **$0.00** for SECURITY DEPOSIT subject to terms stated in Section (2).

(2) DEPOSIT / GUARANTY: Landlord requires in addition to a Security Deposit, a PARENTAL GUARANTY of LEASE for any named Tenant who cannot evidence a sufficient source of continuous monthly income equal to triple the monthly rent amount. In lieu of a PARENTAL GUARANTY an amount equal to two times the monthly rental amount may be placed with the Landlord. Landlord may retain Security Deposit or prepaid rent as a cancellation charge or as liquidated damages if Tenant(s) fails to take occupancy of the premises as agreed or violates any of the terms of this lease; or Landlord may apply all or any portion of the Security Deposit and/or prepaid rent to the cost of cleaning or repairs due to Tenant's use or occupancy of the Unit or furnishings, reasonable wear and tear only excepted. Any portion of the Security Deposit or prepaid rent remaining after deducting cleaning or repair costs shall be returned to Tenant(s), pursuant to Section 83.49, Florida Statutes, after unit and furnishings are surrendered to Landlord's possession in accordance with the terms of this Lease. Tenant(s) shall not receive any interest on deposit held by Landlord, and Landlord shall be entitled, in addition to the retention of the Security Deposit, to pursue all legal remedies to collect all costs or damages, including court costs and attorneys' fees sustained by Landlord by reason of tenant's breach of the terms and conditions of this Lease, whether suit is filed or not. (SECURITY DEPOSIT SHALL NEVER BE CONSTRUED OR INTENDED TO BE APPLIED AS RENT).

(3) RENT: All rent is due in full on the first (1st) day of each month, payable at the Management Office or by Mail, in the form of a single personal check, money order or cashier's check. NO CASH WILL BE ACCEPTED. Any rent not delivered and received in the office by the close of business on the third (3rd) day of the month will be assessed a late penalty of $25.00 plus $2.00 per day late fee from the first day of the month; which shall continue to accrue until full payment is received, this Lease expires or Landlord terminates this obligation regardless of whether Tenant vacates or abandons the rental premises and/or legal action is commenced. All late rents must be paid with a money order or cashier's check, no personal checks. If such rent shall not be so paid the landlord will, issue a three (3) day demand notice for all rent and fees due, the Landlord has the absolute right of canceling and terminating this Lease without further notice and the Tenant(s) shall surrender possession of said Unit and all furnishings leased within (3) three business days after receipt of such demand notice of payment. This notice may be given in writing, mailed by the United States Mail, or delivered to the premises; and such written notification, by mail or delivery thereof to the premises, shall constitute sufficient notice. Such surrender of possession will in no way deprive Landlord of his right to recover any sums due under this Lease. Tenant acknowledges that any payment received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service fees, repairs, return check charges, unpaid utility billings incurred by or on behalf of Tenant prior to applying the same to the current monthly rent. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord. Any rent paid with a bad check, that is a check issued on an account without sufficient/collectible funds, or on a nonexistent bank account, shall be considered a default hereunder. Landlord shall have the right to charge a thirty dollar ($30) handling fee for each bad check, and shall also have the right to pursue any remedies, including eviction, provided by this Lease or by law. The parties hereto specifically agree and warrant that all late charges, handling fees, worthless check fees, utility billing including but not limited to unpaid water and waste water charges, or other charges are hereby defined as and considered and intended to be rent. In addition to any other remedy available to Landlord, the failure of Tenant(s) to pay any rental installment within fifteen (15) days after the same, shall have become due, shall entitle Landlord, at its option, to accelerate the entire balance of the total amounts due under the terms of this Lease including all rent, all late charges or other fines and Landlord may declare same to be due and payable immediately; acceptance by Landlord of a portion of any moneys owed by Tenant(s) from the obligation to pay any balance of moneys owed and the acceptance of any moneys from Tenant(s) by Landlord, with knowledge of any breach of this Lease or any default hereunder, shall not be deemed to be a waiver of any provision of this Lease or any right conferred on Landlord by Law. In the event of a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney to enforce landlord's rights hereunder, and all reasonable fees and cost connected therewith shall be paid by tenant. Any moneys due which remain unpaid after default shall bear interest at the rate of 1 1/2 % per month, but in no event greater than the highest rate allowable under state law. In any civil action brought to enforce the provisions of this Lease Agreement the prevailing party may recover its reasonable court costs, including attorney's fees.

(4) RENEWAL: The Tenant's have the obligation to notify the Landlord sixty (60) days prior to the expiration of this Lease of his intention to vacate the premises upon said termination or his intention to remain. If Tenant(s) does not give such notice to Landlord within sixty (60) days of expiration, then Landlord shall assume the unit will be available for rental to a new Tenant(s) at the end of the Lease term specified. If Tenant(s) choose to renew the Lease, Landlord or Landlord's Agent will inform Tenant(s) of any changes that will effect the terms and conditions of Renewal, Tenant(s) must execute a new Lease upon presentation. If a Renewal Lease is executed, to which a current Tenant is not a party, it is the obligation of that Tenant to notify tbe Landlord of any claim they may have to the Security Deposit, noted above. If said notice is not delivered to the Landlord thirty (30) days before the expiration of this Lease, Landlord is authorized to assume all claims against said Security Deposit are abandoned and sole ownership of said Security Deposit is held by successor Tenant(s) executing the Renewal Lease and Landlord is expressly authorized and permitted to issue any future Security

Deposit refund solely in the names of said successor Tenant(s). If this Lease relates to a renewal or re-rental of the same unit by one or more of the unit's prior tenants, the undersigned tenants each expressly understands and agrees to accept the unit in an "as is" condition without management inspection and/or any deduction from the existing security deposit and each undersigned tenant expressly and knowingly assumes all liability for the existing condition of such unit, dating from the renewing or re-renting tenants earliest Lease on said unit, and including each undersigned tenant's express agreement to application of the existing security deposit to any and all damages occurring during the period of continuous rental of this unit; the undersigned tenants each expressly understand and agree that all their individual security deposit contributions or refunds shall be a matter solely between themselves for which landlord shall have no obligation nor responsibility and any agreement or dispute relating to same is and shall be the tenants sole liability.

(5) OTHER CONDITIONS: This Lease is for the Rental Term specified above, and all provisions not specified herein shall be covered by the Laws of the State of Florida. If any provisions contained within this Lease are found to be contradictory to the Laws of the State of Florida, then only those provisions shall be deemed void, leaving the remainder of this Agreement enforceable. If Tenant(s) breach this Lease or fail or neglect to make any payment when due, Landlord may: declare this Lease null and void and retake possession of Unit as fully as if no Lease had ever existed, or stand by and do nothing, or rent Unit for the account of Tenant(s), all moneys received under such Re-rental, after deducting costs incurred, shall be credited to the amount Tenant(s) owes; and Tenant(s) shall be responsible to Landlord of the balance due under this Lease after such credit.

(6) LIMITS OF OCCUPANCY: The Unit shall be restricted to a maximum of two (2) persons in a (1) Bedroom Unit, four (4) persons of same family or two(2) adults in a (2) Bedroom Unit, five (5) Persons of same family or three (3) adults in a (3) Bedroom and a maximum of six (6) persons of same family or four (4) adults in a (4) Bedroom Unit, excepting Tenant's occasional overnight or weekend guest.**Tenant(s) shall not keep or maintain in unit or on the general premises any animal under any circumstances without prior written permission from the landlord. Landlord understans that the Tenant intends to use this property as a dwelling unit for members of the Tenant's Metamorphosis Program, and acquieses to such use.**

(7) RE-RENTALS: Tenant(s) shall not re-rent Unit or any part thereof or assign or subdivide this Lease without Landlord's consent, obtained in writing and secured in advance. Forms are available for the purpose of re-renting, and must be used. A charge of $200.00 Dollars will be made for re-renting an apartment for a Tenant(s) during the term of this Lease. lf persons other than Tenant's Lawful spouse or children concurrently occupy unit with Tenant(s), each such person shall sign the rental agreement and be jointly responsible withTenant(s) for observing conditions and terms of Tenant's rental agreement. Subletting is not permitted.

(8) AUTHORIZED ENTRY: Tenant(s) shall allow Landlord, or his authorized agent, entry at any time for emergency measures to protect the property or its inhabitants and at all reasonable hours for purposes of inspection or making repairs or alterations which Landlord may deem desirable or necessary. Landlord will make reasonable attempt to notify tenant prior to non-emergency inspections. (see 12C).

(9) LIABILITY: Tenant(s) understands that landlord does not insure personal property belonging to tenant(s) against any hazard, nor does landlord provide liability insurance or any other coverage for the benefit of tenant(s). Neither landlord nor agent shall be liable for any personal conflict or personal injury to tenant or damage or loss to tenant's property, including but not limited to any injury, loss or damage caused by burglary, assault or battery, fighting, vandalism, theft, or any other crimes. All personal property placed or kept in the premises, or in any storage room or space, or anywhere on the adjacent property of landlord shall be at tenant's sole risk and landlord shall not be liable for any damages to, or loss of, such property. Tenant is encouraged to secure apartment-dwellers or similar personal property and liability insurance to cover any loss or damage to personal property. Although the presence of Courtesy personnel, where applicable, is for the benefit and convenience of Landlord, Agent, and Tenant, it is expressly understood and agreed that **the risk of crime always exists,** and the providing of Courtesy personnel in no way commits the Landlord to insure, guarantee, indemnify, or otherwise protect Tenant or Tenant's personal property, or the person or property of any guest, invitee, or other tenants. Tenant shall be responsible for any loss, damage, casualty, cost of repair, maintenance or expense of any kind whatsoever, including but not limited to court costs and attorney's fees, including such as may be caused by fire, flood, or any accident, caused by Tenant's wrongful act or negligence. The County is self-funded for liability insurance in accordance with section 768.28, F.S. Nothing contained herein, including any duty to indemnify, shall constitute a waiver by the County of its sovereign immunity, the limits of liability of $100,000/$200,000 or other provisions of 768.28, Florida Statutes. The maximum liability for the tenant under this lease is $100,000 per claim and $200,000 per occurrence.

(10) RULES: Tenant(s) hereby acknowledges receipt from Landlord of Rules and Regulations covering his occupancy and agrees to abide by such Rules. These may be amended by Landlord as deemed necessary. A breach of any rule or regulation by the Tenant(s) shall constitute a breach of the terms and conditions of this Lease.

(11) DELAY OF OCCUPANCY: If the availability of the apartment upon commencement of this Lease is or will be delayed because of construction/repair or prior Resident's holding over, Landlord shall not be liable to Resident for such delay or its effects, and the Lease shall remain in force subject to abatement of rental on a daily basis during delay. Resident's right of rent abatement or Lease termination shall not apply if delay is due to cleaning or repairs which do not prevent occupancy by Resident.

(12) HABITABILITY: The Tenant(s), by execution of this agreement, admits that the dwelling Unit described herein has been inspected by him and meets with his approval. The Tenant(s) hereby acknowledges that said premises have been satisfactorily completed, and that the Landlord will not be required to repaint, replaster or otherwise perform any other work, labor or service which it has already performed for the Tenant(s) at the time of his initial leasing of said apartment. Tenant(s) admits that the premises are in a livable/ habitable condition, and agrees that at the end of occupancy, hereunder to deliver up and surrender said premises to the Landlord

in good and clean condition, reasonable wear and teat excepted. However, Landlord realizes, that in certain cases such as pre-leasing, such inspection of Unit is impossible. Therefore, Management permits Tenant(s) occupying pre-leased Unit three (3) days after taking possession of Unit, the opportunity of notifying Management in writing of any conditions within said Unit that interferes with its habitability.

(13) LANDLORD PROVISIONS: Landlord shall: (A) Provide Tenant(s) Unit and furnishing if any, in good repair, in clean, sanitary and usable conditions; Make repairs needed to maintain Unit and furnishing and general premises surrounding Unit in usable condition during Rental Term; (C) Reserve the right to enter the premise for the purpose of inspection or repairs at all reasonable hours by means of duplicate keys, master keys (or by other means if locks are inoperative for any reason). (D) Respect Tenant's right to privacy and lawful, reasonable use of Unit without interference; (E) Not be responsible for injury or damage whatsoever from the interruption of equipment functioning, or any services or utilities due to circumstances beyond his reasonable control, or for any loss of Tenant's personal property in Unit or on premises; (G) Reserve the right to dispose of all property abandoned by the Tenant(s), upon their vacating of the premises, without further notice required.

(14) TENANT PROVISIONS: Tenant(s) shall: (A) Keep Unit and furnishings in clean condition during his occupancy; (B) Conform to policies set by Landlord for use and care of general premises with respect to parking, garbage and trash disposal, and other usage's affecting premises; (C) Not use any improperly wired or unsafe electrical appliances or install any unsafe wiring in Unit; (D) Keep plumbing and drain lines in Unit clear and free from obstruction; (E) Not to make any changes or alterations of structure, equipment, or furnishing of Unit without written consent obtained in advance from Landlord; (F) Report promptly to Landlord in writing any defect or damages to Unit or furnishing or any repairs needed for same; (G) Pay for cleaning or repairs necessitated by his willful or accidental use or misuse of Unit or furnishing; (H) Return Unit and all furnishings provided to Landlord in clean and sanitary condition and good repair, fair wear and tear excepted, at termination of occupancy; (I) Not waste utilities furnished by the Landlord; nor use utilities or equipment for improper or unauthorized use; and not to place fixtures, signs, or fences in or about the premises without the prior permission of the Landlord in writing. If such permission is obtained, Tenant(s) agrees, upon termination of the Lease, to remove any fixtures, signs or fences, at the option of the Landlord, without damage to the premises. (J) Pay for and replace any batteries in smoke detectors and security systems or monitors, if any, as needed to insure operation; (K) Allow Landlord or Agent entry to Unit, for the purposes of showing the Unit, ninety (90) days prior to the expiration of this Lease; (L) Look to Landlord's interest in the residential rental (real) property subject to this Lease, and only to such property, for satisfaction of any judgment obtained by Tenant against Landlord. (M) Tenant(s) shall not store or keep gasoline, explosives or other dangerously combustible materials in Unit. Tenant(s) shall use Unit for residential purposes only and shall not permit any illegal or improper usage's or any disturbances, noise, or annoyance detrimental to reasonable comfort of other tenants of the building or its neighbors. (N) Tenant(s) agrees not to use or install, without written permission, water furniture, antenna or T.V. cable or telephone cable outlets, lock changes (including re-keying or additions of locks).

(15) UTILITY SERVICES: Each apartment has a separate meter for various utilities. However, certain utilities (waste water and water) are available for a separate fee from the landlord company and the costs thereof are not included in the base rent for the apartment unit under paragraph 1, and Tenant(s) are subject to and responsible for paying the billing for this utilities. Notwithstanding the foregoing, a charge for use of utilities shall be periodically assessed to Tenant(s), these charges shall be billed to and paid for by tenant as a monthly charge for utilities and any unpaid charges will be considered as additional rent in accordance with the terms and conditions of the lease and rental agreement. Notwithstanding the foregoing, neither landlord nor agent shall be liable for loss or damage resulting from the interruption of heat, electricity, water, sewer, telephone, cable tv or any other utility services, or for the malfunction of machinery or appliances serving the premises or any part of the apartment complex in which the premises are located. Neither landlord nor agent shall be liable for injury or damage to person or property caused by any defect in the heating, gas, electrical, water, or sewer systems serving the premises. In no event shall landlord or agent be liable for damage or injury to persons or property caused by wind, rain, fire, or other acts of God, and tenant hereby expressly waives all claims for such injury, loss, or damage.

(16) OTHER PROVISIONS: This Lease is subject and subordinate to the lien of a mortgage or deed of trust or encumbrance now or at any time hereunder placed on Unit or general premises of Unit. The Tenant(s) agrees to promptly execute any instrument evidencing such subordination that the Landlord may request of him. The Tenant(s) further irrevocably appoints the Landlord as his Attomey-in-fact to execute any such instrument for him and in his behalf. The conditions and agreements contained herein are binding and may be legally enforced by the parties hereto and no failure to enforce a breach of any condition or agreement herein shall be construed to be a waiver of that condition or agreement or of any subsequent breach thereof, or of this Lease; the right of the Landlord under the foregoing shall be to forfeit any of the said rights, including but not limited to the Landlord's right to pursue eviction proceeding in the event of only partial payment ofany sums due at any time by Tenant(s); interest on any past due amounts owed under this Lease, or on any court judgment for money damages, shall accrue at the highest (18%) percentage allowed by law without demand and such interest is hereby defined, considered and intended to be additional rent; it is further understood and agreed between the parties hereto that time is of essence of their Lease and applies to all terms and conditions contained herein. In the event of a default under this Lease, each maker authorizes the gamishment or attachment of his/her wages to the fullest extent permitted by law, including without limitation, Florida Statute 222.11(2)(b)(1993) as amended from time to time.

17) REFERENCE FLORIDA STATUTE 83.535 Flotation bedding systems: If you plan to place a waterbed in your rental unit, you **must** comply with the following requirements: 1) Carry flotation insurance in the amount of one-hundred thousand ($100,000) dollars with a loss payable clause to EXIT REALTY PRODUCERS. The cost for insurance of this nature is approximately $50.00 per year. 2) You must present evidence of this insurance to the agent **before** you occupy your rental unit. 3) There must be a policy for **each** waterbed in the unit.

(18) REFERENCE FLORIDA STATE STATUTES 83.49 Your security deposit is being held in a non-interest bearing Escrow Account at BANK Of AMERICA, Security account #_898021176675_, located in Gainesville, Fl. .

(19) REFERENCE FLORIDA STATE STATUTES 83.50 The Landlord's Agent to receive notices and demands on his behalf is at the corporate office, 220-B NW 76th Drive Gainesville, Fl 32607. Your security deposit will be refunded in full provided that the property has been left in the same physical condition as at the start of your tenancy and that all the terms and conditions of your lease have been complied with. "The Landlord has thirty (30) days after the Tenant vacates the premises for termination of the rental agreement, to impose a claim against the Tenant's security deposit. If the Landlord fails to give the Tenant notice of such claims within the thirty (30) days, the Landlord waives his rights to retain the deposit and must return it to the Tenant pursuant to section 83.49, Florida Statutes."

(20) As required by law, Landlord makes the following disclosure: **"RADON GAS"** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(21) NO VERBAL AGREEMENTS: TENANT(S) HEREBY AGREES THAT THERE IS NO AGREEMENT OR VERBAL UNDERSTANDING OF ANY KIND OR NATURE WHATSOEVER WITH THE LANDLORD OR ANY OF HIS REPRESENTATIVES, EXCEPT AS SET FORTH WITHIN THE RULES AND REGULATIONS, APPLICATION AND LEASE.

(22) BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANTS PERSONAL PROPERTY.

(23) IN THE EVENT OF A DEFAULT UNDER THIS LEASE, EACH MAKER AUTHORIZES THE GARNISHMENT OR ATTACHMENT OF HIS/HER WAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, FLORIDA STATUTE 222.11(2)(b)(1993) AS AMENDED FROM TIME TO TIME.

(24) THE PARTIES FURTHER AGREE THAT ANY ACTION BROUGHT UNDER THIS LEASE WHETHER BY THE LESSOR OR THE LESSEE, SHALL BE BROUGHT IN ALACHUA COUNTY, FLORIDA AND BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL; THE UNDERSIGNED LESSEE SPECIFICALLY AGREES THAT VENUE FOR ANY LAWSUIT INVOLVING ANY MATTER RELATED HERETO LIES IN ALACHUA COUNTY, FLORIDA.

(25) TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN PROVIDED WITH A COPY OF THE RULES AND REGULATIONS FOR THE COMMUNITY IN WHICH THEY WILL BE RESIDING AND ANY BREACH OF THOSE RULES AND REGULATIONS ARE CAUSE FOR TERMINATION OF THIS LEASE. TENANT UNDERSTANDS THAT THOSE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME, AND LANDLORD WILL PROVIDE SUCH AMENDMENTS AS THEY ARE AVAILABLE.

(26) Tenant will pay to Landlord upon execution of this lease, in addition to the SECURITY DEPOSIT listed above, an amount of $0.00, for LAST MONTH'S RENT, which will APPLY ONLY TO THAT SPECIFIC MONTH. This amount will be held in a separate, non interest bearing account at Bank of America.

(27) Tenant acknowledges that they will not use the fireplace, it is for decorative purposes only.

Approval as to Form

Alachua County Attorney

ONE SIGNATURE PER TENANT ONLY

WITNESS: Rhoda Baxter TENANT: Randall H. Reid County Manager DATE: 9/8/10

WITNESS: _____ TENANT: _____ DATE: _____

WITNESS: _____ LANDLORD: _____ DATE: 8-16-10

Assistant for Owner

Initials: ____ ____ ____

#6894

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 13, 2010

MEMORANDUM

To: Ron Akins
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find one original of the documents referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

EATON CORPORATION
Service Agreement; Addendum 2; &
Service Renewal Contract #MA9531v11 for equipment located at the Correctional Center
Term: October 1, 2010 – September 30, 2011
Amount: $22,677.00 Account: 001-1812-519.46-30

Please forward these documents to the vendor and keep copies for your file. Attached is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

ITEM DESCRIPTION: Agreement between Eaton Corporation (formerly Eaton Electrical Inc.) and Alachua County for UPS Services at the Correctional Facility		
DEPARTMENT: Administrative Services/Facilities	**RETURN TO** Facilities Management	**CONTACT:** Charlie R. Jackson **PHONE** 374-5289
DOCUMENT(S) REQUIRING ACTION: Agreement between Eaton Corporation and Alachua County for UPS Services at the Correctional Facility		**AMOUNT:** $22,766.00 annually A 25% reduction over prior FY

EXECUTIVE SUMMARY: The County wishes to establish an agreement with Eaton Corporation (formerly Eaton Electrical Inc.), to provide required maintenance and repair of the Uninterrupted Power Services (UPS) equipment located at the County's Correctional Facility. This Service Renewal Contract #MA9531v11 is for the period of October 1, 2010 through September 30, 2011.

BACKGROUND: The County currently uses Eaton Electrical Inc. to provide this service. There has been an on-going agreement with Eaton Corporation to provide this service since 1998. This agreement would begin October 1, 2009 and continue through September 30, 2010.

ISSUES: If the UPS system at the Correctional Facility is not routinely maintained and checked, the power systems could fail and create operational problems at the facility.

Recommendation:	Approve and execute the Agreement between Eaton Corporation and Alachua County

Recommendation:	Approve and execute the Agreement between Eaton Corporation and Alachua County
Funding Sources:	Administrative Services/Facilities Management General Fund
Associated Costs	N/A
Account Code:	001-1812-519.46-30
ATTACHMENTS:	Agreement with Eaton Corporation
SUGGESTED REFERENCE MATERIAL:	None

Addendum 2 to Agreement between
Alachua County and Eaton Corporation

This addendum is made part of the Service Agreement between Alachua County and Eaton Corporation dated Sept. 15, 2010.

The following terms apply to this Agreement

1. Eaton will provide proof on insurance in the amounts and type as required in Exhibit 1 to this Addendum.
2. Section 8: **Term and Termination** is modified as follows:
   a. The language "shall automatically be renewed for successive 12 month periods at the prices in effect at the time of each renewal" is modified to read: "shall automatically renew for two (2) additional one (1) year terms. Each renewal term will be at the prices in effect at the time of each renewal".
   b. The language "In the event customer elects not to renew this agreement, Customer shall provide thirty (30) days written notice prior to the expiration of the Agreement" is stricken from the Agreement.
   c. The following additional terms are made a part of this agreement:
      i. **Default** – The failure of the Contractor to comply with any provision of this agreement will place the Contractor in default. Prior to terminating the agreement, the Customer will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The Customer will give the Contractor seven (7) days to cure the default. The Facilities Manager is authorized to provide written notice of default on behalf of the Customer, and if the default situation is not corrected within the allotted time, the Administrative Services Director is authorized to provide final termination notice on behalf of the County to the Contractor.
      ii. **Annual Funding** – The customer's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

3. Section 13 is modified to read as follows:

   a. SUBCONTRACTING: Contractor reserves the right to subcontract any portion of Service provide for under this Agreement only with prior consent of Customer which consent shall not be unreasonably withheld or delayed. The Alachua County Facilities Manager is authorized to provide such consent on behalf of the County. The Customer may withdraw such consent at any time by written notice to Eaton Corporation

4. Section 16 is modified to add as follows:

Regardless of any language contained herein, payment for all sums properly processed will be made in accordance with the provision of Chapter 218 Part VII Florida Statutes. (Local Government Prompt Payment Act)

A copy of any notice, request or approval to the Customer must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

IN WITNESS WHEREOF, the parties have caused this Amendment 2 to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Randall H. Reid, County Manager

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

EATON CORPORATION

BY: _____

Vice President, Americas Sales

Title

Darrick S. Finan

Print Name

_____
Witness to Mr. Finan

EXHIBIT 1: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.

A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured to the extent of Contractor's negligence as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation to the extent of Contractor's negligence against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

Eaton Corporation
(Formerly Eaton Electrical Inc.)
8609 Six Forks Road
Raleigh, NC 27615

EATON | Powerware
Authorized Representative

Florida Critical Power, LLC
3016 Third Street South, Ste 202
Jacksonville Beach, FL 32250
T: 813 968-7013 F: 813 968-7495
E: jorgedelgado@floridacriticalpower.com

SERVICE RENEWAL #MA9531v11

INVOICE TO: (CUSTOMER)

Company Name: Alachua County Board of Commissioners
Street: 105 SE 1st Ave. Ste 2B Facilities Management
City: Gainesville
State: FL Zip: 32601
Contact: Mike Seaton
PH: 352-491-4481
Fax / E-Mail: 352-374-5279 mseaton@alachua.fl.us

INSTALL SITE: (CUSTOMER)

Company Name: Alachua County Correctional Center
Street: 3333 NE 39th Avenue
City: Gainesville
State: FL Zip: 32609
Contact: Charles Chalker
PH: 352-491-4513
Fax / E-Mail:

PAYMENT TERM SELECTED: ☒ SINGLE YEAR ☐ MULTI-YEAR

Start Date: October 1, 2010 **End Date: September 30, 2011**

PAYMENT CYCLE: ☒ MONTHLY ☐ MULTI-YEAR PREPAY ☐ ARREARS (GOV'T. ONLY) ☐ MVS

PURCHASE ORDER NUMBER:

☐ Tax Exempt Certification Attached

LIST OF COVERED EQUIPMENT

Item	Product Line	Model	S/N#	Service Choice	CPM	Qty	Unit Price	Total Annual Price
1	IPM	BP+100	9238560	ProActive Service Plan/OSG*	7x24	6		$22,67700
2 3	IPM IPM	BP+75 BP+75	9240615 9321342	1 Yr Corrective Maintenance Parts, labor, travel, for UPS			INCLUDED	
4	IPM	BP+30	9320318	Annual Battery PM R-5	7x24		INCLUDED	
5	IPM	BP+15	9321333	Annual UPS PM R-2	7x24		INCLUDED	
6	Best (OSG+)*	FC15KVA	C15K-01703 (No Battery Coverage for Best Unit)	7x24 / 8hr Max response			INCLUDED	
	SEE ATTACHED SHEETS: EATON CORPORATION STANDARD TERMS AND CONDITIONS APPLY						NET TOTAL*	$22,677.00

This Agreement, together with the terms on the attached sheets made part of this Agreement constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Customer's Purchase Order shall not be binding.

CUSTOMER / PURCHASER

Company Name: _____
Signature: _____
Date: _____
Printed Name:: _____
Title: _____
Fax / E-Mail: _____

Make Purchase Order Out To:

Eaton Corporation
8609 Six Forks Road
Raleigh, NC 27615
Fax to 813 968-7495

OFFICE USE ONLY

QUOTED BY: Jorge Delgado
Firm Name: Florida Critical Power, LLC
Signature: *Jorge Delgado*
Date & Quote #: June 11, 2010 Quote # R100611JD-1
Phone Number: 813 968-7013 FAX: 813 968-7495

Contract Number: _____
Customer Number: _____
Site Number: _____
Bill To Number: _____
Date Processed: _____

COMMENTS:

*Important tax notice: Tax is not included in the above purchase price. In order to comply with tax regulations, sales/use tax will be added and itemized separately when you are invoiced. If you are not liable for this tax, please provide an executed tax exemption or resale certificate with this signed Agreement.

Form Revised: 10/01/00

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EATON CORPORATION
SERVICE AGREEMENT – TERMS AND CONDITIONS

TERMS AND CONDITIONS: The terms and conditions set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of UPS services by Eaton Corporation, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. Notwithstanding any contrary language in the customer's purchase order, correspondence or other form of acknowledgment, customer shall be bound by these terms and conditions when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Eaton Corporation of the products or services. THE CONTRACT FOR SALE OF SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR. No contract shall exist except as herein provided.

1. DEFINITIONS: As used in this Service Agreement, the terms listed below shall have the following meanings:
"Agreement" shall mean Eaton Corporation's Service Agreement Terms and Conditions, the Service Quote and the applicable Scope(s) of Work."
"Battery" shall mean the electric storage portion of a UPS.
"Contractor" shall mean Eaton Corporation.
"Covered Equipment" shall mean the equipment as listed on the Service Quote.
"CPM" shall mean the Contracted Period of Maintenance.
"Customer" shall mean the purchaser of this Agreement.
"Emergency Service" shall mean all services provided on an as needed basis that is not scheduled in advance
"PCS" shall mean Pre-Contract Survey.
"On-Site" shall mean Service performed at Customer's physical location as listed on the Service Quote.
"Power Module" shall mean the electronic portion of a UPS or other power quality device.
"Scope of Work" shall mean the services, procedures, methods, exclusions and coverage as purchased by the Customer
"Service" shall mean installation, maintenance (including Preventive Maintenance), repairs, inspection, adjusting, etc. of the UPS equipment provided by Contractor to Customer.
"UPS" shall mean Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

2. ELIGIBILITY: All Covered Equipment that has experienced a lapse in Service coverage with the Contractor (or factory warranty coverage) or has had no service history with Contractor within the previous ninety (90) days, is subject to a PCS inspection by Contractor prior to eligibility for any Service under this Agreement. Customer is subject to charges for a PCS inspection at Contractor's then current Time and Material Service Rate Schedule (refer to Exhibit 1-PCS and Attachment X-1). If a PCS inspection is required for eligibility, a list of the equipment requiring a PCS inspection will be provided to Customer and will be incorporated into this Agreement.

3. HOURS OF SERVICE: Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday (alternatively described as "5X8 Service") excluding all holidays observed by Contractor. The Customer may optionally purchase extended hours of scheduled and Emergency Service coverage (alternately described as "7x24 Service") which will include Emergency Service being provided on all holidays observed by Contractor. Notwithstanding anything herein or otherwise to the contrary, scheduled services are not available on Contractor's observed holidays. Contractor's observed holidays are as follows: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Post Thanksgiving Day, Christmas Eve Day and Christmas Day.

4. ON-SITE RESPONSE TIME: Following Customer's request for Service, Contractor will arrive at the location of the Covered Equipment the next business day or if optionally purchased by Customer, Contractor will arrive at the location of the Covered Equipment within eight (8), four (4) or two (2) CPM hours, provided the Covered Equipment is located within one hundred (100) miles of a Contractor service location. Response time does not include battery replacement service.

5. LABOR AND MATERIAL RATES: For any additional Service outside the Scope(s) of Work purchased for Covered Equipment under this Agreement, Customer shall be billed at Contractor's then current Time and Material Rate Schedule (refer to Attachment X-1). This excludes any flat-rate Service quoted by Contractor representative.

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6. ENGINEERING CHANGES: All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

7. CUSTOMER'S RESPONSIBILITY:

A. Communication and Scheduling - Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) regarding all Service and Preventative Maintenance requests and all other matters arising out of or relating to this Agreement. With respect to Preventative Maintenance purchased by Customer, it shall be Customer's responsibility to contact Contractor to schedule the Preventative Maintenance. In the event that Customer fails to schedule and/or does not permit, for any reason, Preventative Maintenance to be completed within ninety (90) days of the scheduled service date, Contractor's obligation for that Preventative Maintenance shall be considered fulfilled.

B. Movement - If Covered Equipment is moved to another location within the United States, Service coverage will continue only upon the following conditions: (i) Customer shall notify Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment; (ii) Contractor reserves the right to supervise the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment for which Customer will be charged according to Contractor's then current Time and Material Service Rate Schedule; and (iii) resumption of Service coverage under this Agreement is subject to acceptance by Contractor of Covered Equipment at the new location.

C. Safety - Customer shall, at all times during the provision of Service hereunder, have a representative present at the Service site at no cost to, and solely for, the safety of Contractor.

D. Access - Customer shall grant ready access to the Covered Equipment, subject to reasonable security requirements, so that Contractor may perform Service under this Agreement.

8. TERM AND TERMINATION: This Agreement and all that is stated herein shall automatically be renewed for successive twelve (12) month periods at the prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement sixty (60) days prior to its expiration, stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to the expiration of this Agreement. Notwithstanding the foregoing, Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16 herein.

9. END OF SERVICE LIFE ("EOSL")/BEST EFFORTS: Contractor may designate a Power Module as "End of Service Life/Best Efforts" which shall mean that limited parts are available or Service will be provided on a best efforts basis. This designation will be indicated on the Service Quote provided to Customer for Service renewal. In the event that Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8 herein. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 15 herein. Customer acknowledges EOSL/Best Efforts designation on the Service Quote will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module.

10. INSURANCE: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (1) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (2) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (3) commercial general liability insurance for bodily injury and property damage.

11. WARRANTY: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism,

acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without adherence to Section 7B herein. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.

12. ASSIGNMENT: Neither party shall assign this Agreement or any of its rights and interests herein without the prior written consent of the other party. Notwithstanding anything in this Agreement or otherwise to the contrary, upon written notice to the other party, either party may assign this Agreement or any of its rights and interests herein to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.

13. SUBCONTRACTING: Contractor reserves the right to subcontract any portion of Service provided for under this Agreement without the prior consent of Customer.

14. INDEMNITY: Subject to Section 15 herein, Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorney's fees incident thereto, to the extent they result directly from or out of (1) any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents.

15. LIABILITY: Notwithstanding anything in this Agreement or otherwise to the contrary, in no event shall Contractor or Customer, or their respective officers, directors, employees or agents be liable to the other for any incidental, indirect, special or consequential damages, such as, but not limited to, delay damages, lost profits or revenue, lost data or lost opportunity damages, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort, even if Contractor or Customer knew or should have known of the possibility of such damages. Under no circumstances shall the aggregate liability arising out of or in connection with this Agreement exceed the price paid hereunder for the goods and services provided.

16. PAYMENT: All payments are due net thirty (30) days in full from date of invoice. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms hereof, such as, but not limited to, site calls involving no-fault found inspections where no corrective maintenance was required. If any payment is not made when due, Contractor reserves the right to refuse to provide any further Service until such payment has been received. Customer shall be liable for expenses, including reasonable attorneys' fees, associated with collection proceedings for non-payment. In the event of early termination: i) Customer will be liable for any Service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination.

17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.

18. PARTS: Parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

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19. FORCE MAJEURE: Contractor shall not be liable for any failure to perform, or delay in performing Service for Customer to the extent that such failure or delay results from causes beyond its reasonable control including, without any limitation, any act of God, war, revolution, riot, civil commotion, labor strike or any applicable governmental or judicial law or regulation, order or decree.

20. INFORMATION: All information of Customer shall be deemed non-confidential and Contractor will be under no duty of non-disclosure unless both parties execute a mutual non- disclosure agreement.

21. GENERAL: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties hereto and waiver by Contractor or Customer of any provision hereof in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Customer and Contractor hereby agree that all disputes arising out of this Agreement shall be submitted solely to the jurisdiction of the state and federal courts located in Wake County, North Carolina.

Eaton is a trademark of Eaton Corporation.

#7416

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: TJ Joyner
Fire/Rescue Services

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on August 19, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

REPLAY SYSTEMS, INC.
Level 2 Service Agreement for the CCC logging recorder system
Term: October 1, 2010 – September 30, 2011 **
*****AUTOMATICALLY RENEWED AFTER INITIAL TERM**
Amount: $12,741.00 Account: 126-5440-529.46-30

The vendor original document was sent to Keith on September 26, 2010. Please keep this copy for your file. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Replay Level 2 Service Agreement

EPARTMENT:	**RETURN TO**	**CONTACT:** Keith Godwin
Public Safety	Keith Godwin	**PHONE #:** 338-3285

DOCUMENT(S) REQUIRING ACTION:	Contractual Service Agreement between BoCC and Replay Systems, Inc.	**AMOUNT:** $12,741.00

EXECUTIVE SUMMARY:
The Combined Communications Center (CCC) logging recorder system requires a skilled technician to resolve any problems with the system with 24 X 7 X 365 availability. Replay Systems, Inc. is the vendor from which the system was purchased and has the ability to provide the necessary preventative and on-call maintenance that is necessary to pre-empt and resolve problems with the logging recorder.

BACKGROUND:
The CCC logging recorder was purchased with a grant from the State of Florida E911 Board and installation was completed in July of 2009. This service agreement is necessary as the equipment warranty is expiring.

ISSUES:
Not having a maintenance agreement will result in high costs for parts and labor associated with any response to CCC. The maintenance agreement offers a discount for parts and labor costs.

ACTION

Recommendation: The E911 Coordinator recommends the Manager approve the use of Replay Systems, Inc.

BUDGETARY IMPACT

Recommendation:	$12,741.00
Funding Sources:	Department of Public Safety – E911
Associated Costs	None
Account Code:	126-5440-529-46.30

ATTACHMENTS:	Two duplicate Contractual Service Agreements between BoCC and Replay Systems, Inc. for the period 1 Oct 2010 and 30 Sep 2011
SUGGESTED REFERENCE MATERIAL:	

DEPARTMENT DIRECTOR	**CONTRACTS**	**OMB**	**LEGAL**	**COUNTY MANAGER DATE**
7/8/10				8/19/10

Replay Service Agreement #:
RPL-SA2-10-0020

LEVEL 2
SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and executed by and between Replay Systems, Inc. ("Replay") and Alachua County **(hereinafter referred to as "Purchaser").**

WHEREAS, Purchaser has purchased the equipment identified on the attached Appendix 2 (the "Equipment"), and desires a service contract in connection with same, and

WHEREAS, Replay is in the business, among other things, of servicing items such as the Equipment, and

WHEREAS, Purchaser is desirous of obtaining from Replay, and Replay is desirous of providing, a service contract for the Equipment, on the terms and conditions contained herein,

NOW, THEREFORE, in exchange for the mutual promises, covenants, and consideration described herein, the parties hereto agree as follows:

1. RECITALS

The foregoing recitals are true and correct, and are incorporated herein by reference.

2 TERM

The term of this Agreement (the "Term") shall be for a period of one (1) year commencing on **10/01/10** and terminating on **09/30/11**, and shall automatically renew on the same terms and conditions, on an annual basis, for successive one (1) year terms unless either party notifies the other in writing of its intention not to renew at least thirty (30) days prior to the expiration of a Term.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

3. SERVICE

For the services described herein Purchaser shall pay Replay a service fee (the "Service Fee") of **$12,741.00** per year (provided, however, that for each one (1) year Term after the first one (1) year Term hereof, the Service Fee shall be subject to a cost-of-living increase of current CPI, but no greater than five percent (5%) of the Service Fee for the immediately preceding one (1) year Term).

Replay agrees to provide 24-hour telephone consultation, 365 days a year, for service questions regarding the Equipment.

Replacement parts for the Equipment, if needed as a result of normal wear and tear or a defect in the Equipment, will be furnished at no extra charge and installed by Purchaser's personnel. The parts replaced shall become the property of Replay. If parts must be replaced due to causes other than defects or normal wear and tear, Replay shall charge, and Purchaser shall pay, the price in effect at the time for such parts and all reasonable expenses, as described in Appendix III, which outlines Replay's T & M rates, associated with Replay's cost to replace said parts.

Replay agrees to provide local on-site service to Purchaser Monday – Friday, 8:00am – 5:00pm, local time, except for holidays listed in Appendix 1 when necessary at an additional charge. Replay Service technicians dispatched by Replay Systems' Headquarters are to arrive at the Purchaser's place of business within 24 hours from notification by the customer of a known or suspected failure of one or more pieces of equipment covered by this agreement.

Replacement parts (whether component parts, assemblies, subassemblies, or otherwise) may consist, in whole or in part, of new or refurbished items, at Replay's option.

In the event that a required part is not locally available and the failed part cannot be repaired by the local Replay service technician, parts will be shipped immediately by Replay or its supplier via 24-hour express service to arrive the next business morning (Monday through Friday), contingent on such notice being provided prior to 4:00 p.m. Eastern time. When notification is received after this time, the parts will be shipped no later than the following business morning. Replay shall deliver and install, at no additional cost, hardware and software Field Engineering Change Orders on the Equipment.

Under this Agreement, Replay resolves to work toward giving your Equipment availability approaching 100%. To do this, Replay will require remote access to the recorder, but always with prior knowledge, approval, and cooperation of Purchaser. If remote access is not permitted additional charges will apply. At such time, Replay may also make changes to the resident software, but never in a way that would knowingly disrupt normal operations, violate security, or disturb Purchaser's records. In addition, Replay may, from time to time, recommend and initiate replacement of suspect component parts at no expense to Purchaser, but with Purchaser's planned cooperation regarding replacement work. This will always be done with every intention of minimizing disruption.

Finally, if Replay deems it advisable for a manufacturer's service technician to visit and perform machine or operational remediation on-site, such a trip will be initiated by Replay, but with the full knowledge and cooperation of Purchaser. If such a visit is necessitated as a result of Equipment defect or normal wear and tear, the full expenses for such visit, including per diem, living expenses and all incidental costs relating either to the trip or the service work, will be the responsibility of Replay, with no cost to the Purchaser. In all other instances, Purchaser shall bear all costs and expenses associated with the visit and these costs shall be paid in accordance with section 112.081, F.S.Purchaser shall maintain on-site environmental conditions as specified by Replay on-site representatives. These conditions will be within the common environmental range of all system components.

4. TITLE

Project Records. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Replay shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Replay's possession relating to the contract. Additionally, the Replay shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this agreement or license, Replay may claim that some or all of Replay's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Replay in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Replay shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Replay as "Confidential Information" or "CI".

The County shall promptly notify the Replay in writing of any request received by the County for disclosure of Replay's Confidential Information and the Replay may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Replay shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Replay shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Replay's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Replay shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Replay releases County from claims or damages related to disclosure by County.
Title to all documentation and software relating to the Equipment shall remain with Replay or its supplier, as applicable. Purchaser, as licensee, acknowledges that all such documentation and software are proprietary and confidential, and will hold in confidence all such information, as well as information concerning maintenance and diagnostics. Purchaser shall have the right to use such software as long as Purchase owns the Equipment to which the software relates, and agrees to hold in confidence all technical and trade secret information including, without limitation, the content of and information relating to software, including source code, object code, software updates supplied by Replay in respect thereto, all subsequent modifications of code made by Replay pursuant to maintenance and/or diagnostic evaluation, and all documentation relating to any of the foregoing. Purchaser ensures that access to such information will be limited to employees who must have access to use the Equipment effectively. The terms, provisions, and obligations of this section 4 shall survive the termination of this Agreement.

5. EXCLUSIONS

Replay's services to the Purchaser hereunder do not include:

a. Electrical work external to the Equipment;

b. Maintenance of accessories, attachments, machines, or devices other than the Equipment and/or not furnished by Replay;

c. Repair of damages resulting from: accident, neglect, negligence, intentional conduct, or misuse; fluctuations of temperature or humidity; failure of electrical power; lightning; causes other than ordinary use; or maintenance or repair of the Equipment by persons other than Replay personnel or its authorized representatives;

d. Painting or refinishing, making changes or modifications unrelated to a failure of the Equipment, or performing services connected with relocation of Equipment;

e. Adding or removing accessories, attachments, or other devices;

f. Services rendered impractical due to alterations to the Equipment or because of electrical or other connections to the Equipment not supplied by Replay;

g. Any products or accessories deemed disposable items (i.e., headsets, UPSs, tapes, DVDs, phone couplers, logger patches)

h. Any items or services not specifically described in section 3, above.

i. Customer provided servers

6. CHARGES

Charges for services provided under this Agreement are invoiced on an annual basis and are payable by Purchaser upon receipt of invoice. All other charges hereunder are likewise payable by Purchaser on receipt of invoice. , Payment for all services properly invoiced will be made in accordance with the provisions Section 218 Part VII, Florida Statutes ("Local Government Prompt Payment Act"). Replay's obligations hereunder during the Term, and during any renewal thereof, shall commence on the first day of the term of this agreement for said Term, and Replay may suspend service hereunder during any period in which payment of any invoice is delinquent. If the continuity of coverage under this Agreement (or between the date of termination of the original manufacturer's warranty and the date of commencement of the initial Term of this Agreement) is interrupted or suspended due to non-receipt of payment from the Purchaser, or for any reason other than an action or omission on the part of Replay, Replay may require an on-site evaluation of the Equipment to determine the condition of the Equipment before continuation of this Agreement goes into effect. The cost of parts, labor, and travel to conduct such an evaluation, and all expenses incurred in order to return the Equipment to serviceable standards of operation as deemed necessary by Replay, will be responsibility of Purchaser.

7. OPTION TO REPLACE

Purchaser shall have the option, at any time during the Term hereof, to replace the Equipment by purchasing from Replay such replacement equipment (if any) as may be then-offered by Replay. Should Purchaser exercise said option, (a) Replay shall sell such replacement equipment to Purchaser at a discount of twenty percent (20%) off of Replay's then-published prices for same, (b) this Agreement shall remain in effect, but shall be tolled during the original manufacturer's warranty period for the replacement equipment (if any), and (c) Appendix 2 hereof shall be deemed amended to substitute the replacement equipment for the equipment replaced.

8. GENERAL

a. Replay's obligations hereunder are subject to delays caused by labor difficulties; fires; casualties and accidents; acts of the elements; acts of a public enemy; transportation difficulties; inability to obtain its equipment materials, or qualified labor sufficient to fill its orders; government interference or regulations; and other causes beyond Replay's control.

b. Any or all of Replay's rights or obligations under this Agreement may be assigned by Replay with notice to the Purchaser, and, on such assignment, Replay shall be release of all obligations hereunder, which obligations shall be the responsibility of the assignee thereof.

c. Replay reserves the right to modify or delete any term of this Agreement effective as of any anniversary date of the Agreement by giving at least thirty (30) days prior written notice to Purchaser. Purchaser may then elect to accept the Agreement with such modification(s) or deletion(s), or to terminate the Agreement. Failure by the Purchaser to terminate this Agreement in writing within the thirty (30) day notice period shall signify acceptance of the Agreement as amended.

d. This agreement may be entered into and/or modified only by Replay's President and an authorized representative of Purchaser. Purchaser represents and warrants that the person executing this Agreement on behalf of Purchaser is duly authorized to take such action on behalf of Purchaser.

e. **LIMITED WARRANTY AND LIMITATION OF LIABILITY.–IN NO EVENT SHALL REPLAY BE LIABLE FOR ANY LOSS OF DATA, NOR FOR LOST PROFITS, NOR FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES RESULTING FROM THE NEGLIGENCE OF PURCHASER, OTHER CONTRACTOR(S), OR ANY OTHER PARTY.**

f. No action arising out of or relating this Agreement, whether in contract or tort, including negligence, maybe be brought by either party more than (1) year after the cause of action accrues; provided, however, that any action for nonpayment may be brought at any time within the applicable statute of limitations period.

g. Any controversy arising from this Agreement shall be governed by the laws of the State of Florida, and the litigation of any disputes arising out of this Agreement shall occur in the appropriate state or federal court located within the Southern District of Florida.

9. GRANT LICENSE

The Software Product is licensed, not sold, and is intended for use by Purchaser as a single product. Its component parts may not be separated for use on more than one computer.

Purchaser may install and use the Software Product on any computer for which it has been assigned a VPI Activation Key. The Software Product may not be rented, leased, loaned or distributed to any third party. However, the Software License may be permanently transferred provided that the recipient agrees to the terms of this Service Agreement.

Purchaser may make backup copies of the Software Product for all computers on which the Software Product is lawfully installed, for Purchaser's sole use and/or disaster recovery purposes.

Copyright notices must be maintained on the Software Product and all copies.

10. SCOPE OF SOFTWARE SERVICES

Replay agrees to provide Maintenance Services to keep the VPI's software for Purchaser's Digital Voice Logging system in, or restore it to, good working order. Service will be performed during hours set forth in the Contract. Services requested or required by the Purchaser outside these hours will be charged at VPI's then current schedule of rates and will be in addition to the Charges contained in this agreement. Where the Purchaser requests additional services outside the scope of this agreement, VPI may provide those services at standard time and material rates and conditions then in effect.

Software Maintenance Service will include:

- Free VPI software upgrades within the purchased version.
- Discounted VPI software upgrades to next version, excluding hardware.
- Telephone support 24 x 7

Replay Service Agreement #:
RPL-SA2-10-0020

Software Maintenance Services do not apply where a defect is caused by:

- Improper use;
- Failure by the Purchaser to provide a suitable physical environment;
- Alterations, amendments or attachments to the System that have not been approved in writing by Replay;
- Fire, flood, lightning, earthquake and any other events over which Replay has no control;
- **Service work not performed by Replay.**

This Agreement replaces and supersedes any previous service agreement between the parties, and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duty authorized representatives on the day and year set forth below.

SELLER:

REPLAY SYSTEMS, INC.
6555 NW 9th AVE., STE. 105
FORT LAUDERDALE, FL 33309

BY: _____
FRANCES RECHTSZAID, CFO

DATE: 6/24/10

PURCHASER: Randall H. Reid Alachua Co. Manager

ALACHUA COUNTY DEPT OF
PUBLIC SAFETY
913 SE 5TH ST.
GAINESVILLE, FL 32601

BY: _____
PRINTED NAME/TITLE: Randall H. Reid County Manager

DATE: 8/19/10

APPROVED AS TO FORM
_____
ALACHUA COUNTY ATTORNEY

Replay Service Agreement #:
RPL-SA2-10-0020

APPENDIX I

HOLIDAY SCHEDULE

Holiday

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Replay Service Agreement #:
RPL-SA2-10-0020

APPENDIX II

Hardware, software and voice cards as listed below:

Main Site

Quantity	Part #	Description
114	VP-AVSW	Activ! Voice Recording License. Per Activated Channel. Also includes three concurrent licenses for: Priority Playback, Incident Reconstruction, Reports Package, Client Set-up, Archive Manager, Event Log.
34	VP-IQ	Activ! IQ Agent Evaluation License. Per Seat
8	VP-Intelligence	Supervisors Dashboards and Scorecards Quality Per Seat License
34	VP-Coaching	Integrated Coaching solution. Per Seat License. Does not include authoring tool.
1	VP-CoachAuthor	Activ! Coaching Authoring Tool. 1 required per site
1	VP-PSAP	**Public Safety Enhanced Feature Set Package** Includes: ANI/ALI, Caller ID, Instant Recall licenses for six workstations, Site license for Live Monitor over LAN
34	VP-Login	Enables Activ! Voice to capture agent and associate that data with call files via work station log-in. Requires each agent has unique agent log-in name & password. Per workstation.
1	VP-CS	Server Activation License for each capture server (voice or screen recording).
1	VP-VPS	Server Activation License for V-Portal - Standard Edition (supports up to 100 seats or agents)
1	VP-IntelligenceSL	Activ! Intelligence Server Activation License. Per Processor
1	VP-2U-PS-RAID1	2U Chassis - Win2003 Server (Raid 1: Dual 250 GB Drives). Includes DVD drive.. 2 PCI slots available.
1	VP-4U-PS-RAID5	4U Chassis - Win2003 Server (Raid 5: Dual 250 GB Drives). Includes DVD drive. 5 PCI slots available.
1	VP-PERIPHERALS	Monitor, Keyboard, Mouse and Speakers Package
5	VP-Analog-24	24 Port Analog Interface Card.
1	VP-KVM-4Port	4 Port KVM Switch

Replay Service Agreement #:
RPL-SA2-10-0020

Backup Center

28	VP-AVSW	Activ! Voice Recording License. Per Activated Channel. Also includes three concurrent licenses for: Priority Playback, Incident Reconstruction, Reports Package, Client Set-up, Archive Manager, Event Log.
1	VP-PSAP	**Public Safety Enhanced Feature Set Package** Includes: ANI/ALI, Caller ID, Instant Recall licenses for six workstations, Site license for Live Monitor over LAN
1	VP-CS	Server Activation License for each capture server (voice or screen recording).
1	VP-4U-PS-RAID5	Alliance RM Server – win 2003 Server (Raid 5: 250 GB SATA Drives).
1	VP-PERIPHERALS	Monitor, Keyboard, Mouse and Speakers Package
1	VP-Analog-8	8 Port Analog Interface Card.
1	VP-Analog-24	24 Port Analog Interface Card.

Replay Service Agreement #:
RPL-SA2-10-0020

APPENDIX III

Time and Materials Rates
Replay Systems, Inc.

Labor Rates:

Business Hours:
Monday – Friday 8AM – 5PM On-site or Telephone support, $195.00 hr. - 1 hour minimum

After Hours: **
Weekdays before 8AM or after 5PM, Weekends and Holidays, $285.00 hr. - 2 hour minimum

Travel Time Rates:

$95.00 hr. – 1 hour minimum business hours, 2 hour minimum after hours.

****After Hours:**

Support is only available to non contract customers by appointment, in advance and the minimum times are:

3 hours minimum Labor
2 hours minimum Travel

Replay Systems, Inc.
6555 N. Powerline Rd., Suite 105
Ft. Lauderdale, FL 33309
(954)-267-9199 Phone

Invoice

Date	Invoice #
6/25/2010	125246

Bill To
Alachua County Dept of Public Safety PO BOX 548 Gainesville, FL. 32602 Attn.: Accts Payable

Ship To
Combined Comm. Center 1100 SE 27th Street Gainesville, Florida 32641 Attn.: Keith Godwin

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		6/25/2010			

Quantity	Item Code	Description	Price Each	Amount
1	VP-Service	VPI Level 2 Service Agreement Terms: 10/01/10 - 09/30/11 Year two with license discount	12,741.00	12,741.00T
		Sales Tax	0.00	0.00

Unless otherwise noted, standard terms and conditions apply

Total $12,741.00

#7394

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 4, 2010

MEMORANDUM

To: Melanie Corona
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 8, 2010**

Attached please find a copy of the document referenced below which was signed by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet for your files.

EXIT REALTY PRODUCERS
Lease Agreement for the Metamorphosis Transitional Housing located at 4345 SW 20th Lane
Term: October 1, 2010 – September 30, 2011
Amount: $900.00 Monthly Rental **Account: 024-3610-523.44-10**

Please forward the document to the vendor and keep a copy for your file. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosure

cc: F&A
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	County Manager sign the Lease And Rental Agreement between Exit Realty and Alachua County for rental of Condominium for Metamorphosis Transitional Housing.

DEPARTMENT:	**RETURN TO**	**CONTACT:** Melanie Corona
Court Services	Melanie Corona	**PHONE** (352) 359-3285

DOCUMENT(S) REQUIRING ACTION:	Lease and Rental Agreement between Alachua County and Exit Realty Producers	**AMOUNT: $10,800**

EXECUTIVE SUMMARY: The lease agreement for the property located at 4345 SW 20th Lane in Gainesville provides an apartment that has four transitional housing beds for clients at Metamorphosis. The current lease expires on September 30, 2010 and the new lease would be effective for the upcoming fiscal year.

BACKGROUND: A lease, between Exit Realty and Alachua County to rent a condominium located at 4345 SW 20th Lane, Gainesville, Florida, for use as transitional housing for clients in the Metamorphosis Treatment Program, was originally signed May 2007.

ISSUES: Failure to sign the lease would result in Metamorphosis loosing 4 beds for transitional housing. Furthermore, this would increase the wait list time to enter the program.

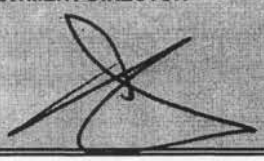
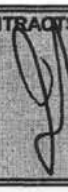
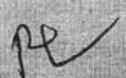
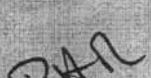
ACTION

Recommendation: Sign the Lease as written.

BUDGETARY IMPACT

Recommendation:	Sign the Lease Agreement as is
Funding Sources:	**General Fund and Florida Department of Children and Families Grant Funding for Substance Abuse Treatment**
Associated Costs	Electric and Water bill, which has already budget for
Account Code:	024-3610-523 and ~~024-3610-138~~

ATTACHMENTS:	Lease and Rental Agreement between Alachua County and Exit Realty Producers
SUGGESTED REFERENCE MATERIAL:	

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					9/8/10

LEASE AND RENTAL AGREEMENT

Alachua County, a Charter County and political subdivision of the State Of Florida, by and through its Board of County Commissioners hereinafter called Tenant(s), hereby jointly and severally, agree(s) by this Lease to rent from **Exit Realty Producers as agent for Owner** , hereinafter called Landlord, the following Unit, located at 4345 SW 20th Lane, Gainesville, Florida 32606 for a rental term beginning **10-01-2010** and ending on **09-30-2011** at NOON (12:00 P.M.), both dates inclusive, at a rental rate of **$900.00** Dollars per month, payable by a single personal check, cashier's check or money order, without billing on the first day of each successive month to Landlord at his Office or by mail, subject to the conditions and terms below which are hereby mutually accepted by Tenant(s) and Landlord. Landlord hereby acknowledges receipt of the following sums of money from Tenant(s), **$0.00** for SECURITY DEPOSIT subject to terms stated in Section (2).

(2) DEPOSIT / GUARANTY: Landlord requires in addition to a Security Deposit, a PARENTAL GUARANTY of LEASE for any named Tenant who cannot evidence a sufficient source of continuous monthly income equal to triple the monthly rent amount. In lieu of a PARENTAL GUARANTY an amount equal to two times the monthly rental amount may be placed with the Landlord. Landlord may retain Security Deposit or prepaid rent as a cancellation charge or as liquidated damages if Tenant(s) fails to take occupancy of the premises as agreed or violates any of the terms of this lease; or Landlord may apply all or any portion of the Security Deposit and/or prepaid rent to the cost of cleaning or repairs due to Tenant's use or occupancy of the Unit or furnishings, reasonable wear and tear only excepted. Any portion of the Security Deposit or prepaid rent remaining after deducting cleaning or repair costs shall be returned to Tenant(s), pursuant to Section 83.49, Florida Statutes, after unit and furnishings are surrendered to Landlord's possession in accordance with the terms of this Lease. Tenant(s) shall not receive any interest on deposit held by Landlord, and Landlord shall be entitled, in addition to the retention of the Security Deposit, to pursue all legal remedies to collect all costs or damages, including court costs and attorneys' fees sustained by Landlord by reason of tenant's breach of the terms and conditions of this Lease, whether suit is filed or not. (SECURITY DEPOSIT SHALL NEVER BE CONSTRUED OR INTENDED TO BE APPLIED AS RENT).

(3) RENT: All rent is due in full on the first (1st) day of each month, payable at the Management Office or by Mail, in the form of a single personal check, money order or cashier's check. NO CASH WILL BE ACCEPTED. Any rent not delivered and received in the office by the close of business on the third (3rd) day of the month will be assessed a late penalty of $25.00 plus $2.00 per day late fee from the first day of the month; which shall continue to accrue until full payment is received, this Lease expires or Landlord terminates this obligation regardless of whether Tenant vacates or abandons the rental premises and/or legal action is commenced. All late rents must be paid with a money order or cashier's check, no personal checks. If such rent shall not be so paid the landlord will, issue a three (3) day demand notice for all rent and fees due, the Landlord has the absolute right of canceling and terminating this Lease without further notice and the Tenant(s) shall surrender possession of said Unit and all furnishings leased within (3) three business days after receipt of such demand notice of payment. This notice may be given in writing, mailed by the United States Mail, or delivered to the premises; and such written notification, by mail or delivery thereof to the premises, shall constitute sufficient notice. Such surrender of possession will in no way deprive Landlord of his right to recover any sums due under this Lease. Tenant acknowledges that any payment received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service fees, repairs, return check charges, unpaid utility billings incurred by or on behalf of Tenant prior to applying the same to the current monthly rent. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord. Any rent paid with a bad check, that is a check issued on an account without sufficient/collectible funds, or on a nonexistent bank account, shall be considered a default hereunder. Landlord shall have the right to charge a thirty dollar ($30) handling fee for each bad check, and shall also have the right to pursue any remedies, including eviction, provided by this Lease or by law. The parties hereto specifically agree and warrant that all late charges, handling fees, worthless check fees, utility billing including but not limited to unpaid water and waste water charges, or other charges are hereby defined as and considered and intended to be rent. In addition to any other remedy available to Landlord, the failure of Tenant(s) to pay any rental installment within fifteen (15) days after the same, shall have become due, shall entitle Landlord, at its option, to accelerate the entire balance of the total amounts due under the terms of this Lease including all rent, all late charges or other fines and Landlord may declare same to be due and payable immediately; acceptance by Landlord of a portion of any moneys owed by Tenant(s) from the obligation to pay any balance of moneys owed and the acceptance of any moneys from Tenant(s) by Landlord, with knowledge of any breach of this Lease or any default hereunder, shall not be deemed to be a waiver of any provision of this Lease or any right conferred on Landlord by Law. In the event of a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney to enforce landlord's rights hereunder, and all reasonable fees and cost connected therewith shall be paid by tenant. Any moneys due which remain unpaid after default shall bear interest at the rate of 1 1/2 % per month, but in no event greater than the highest rate allowable under state law. In any civil action brought to enforce the provisions of this Lease Agreement the prevailing party may recover its reasonable court costs, including attorney's fees.

(4) RENEWAL: The Tenant's have the obligation to notify the Landlord sixty (60) days prior to the expiration of this Lease of his intention to vacate the premises upon said termination or his intention to remain. If Tenant(s) does not give such notice to Landlord within sixty (60) days of expiration, then Landlord shall assume the unit will be available for rental to a new Tenant(s) at the end of the Lease term specified. If Tenant(s) choose to renew the Lease, Landlord or Landlord's Agent will inform Tenant(s) of any changes that will effect the terms and conditions of Renewal, Tenant(s) must execute a new Lease upon presentation. If a Renewal Lease is executed, to which a current Tenant is not a party, it is the obligation of that Tenant to notify tbe Landlord of any claim they may have to the Security Deposit, noted above. If said notice is not delivered to the Landlord thirty (30) days before the expiration of this Lease, Landlord is authorized to assume all claims against said Security Deposit are abandoned and sole ownership of said Security Deposit is held by successor Tenant(s) executing the Renewal Lease and Landlord is expressly authorized and permitted to issue any future Security

Deposit refund solely in the names of said successor Tenant(s). If this Lease relates to a renewal or re-rental of the same unit by one or more of the unit's prior tenants, the undersigned tenants each expressly understands and agrees to accept the unit in an "as is" condition without management inspection and/or any deduction from the existing security deposit and each undersigned tenant expressly and knowingly assumes all liability for the existing condition of such unit, dating from the renewing or re-renting tenants earliest Lease on said unit, and including each undersigned tenant's express agreement to application of the existing security deposit to any and all damages occurring during the period of continuous rental of this unit; the undersigned tenants each expressly understand and agree that all their individual security deposit contributions or refunds shall be a matter solely between themselves for which landlord shall have no obligation nor responsibility and any agreement or dispute relating to same is and shall be the tenants sole liability.

(5) OTHER CONDITIONS: This Lease is for the Rental Term specified above, and all provisions not specified herein shall be covered by the Laws of the State of Florida. If any provisions contained within this Lease are found to be contradictory to the Laws of the State of Florida, then only those provisions shall be deemed void, leaving the remainder of this Agreement enforceable. If Tenant(s) breach this Lease or fail or neglect to make any payment when due, Landlord may: declare this Lease null and void and retake possession of Unit as fully as if no Lease had ever existed, or stand by and do nothing, or rent Unit for the account of Tenant(s), all moneys received under such Re-rental, after deducting costs incurred, shall be credited to the amount Tenant(s) owes; and Tenant(s) shall be responsible to Landlord of the balance due under this Lease after such credit.

(6) LIMITS OF OCCUPANCY: The Unit shall be restricted to a maximum of two (2) persons in a (1) Bedroom Unit, four (4) persons of same family or two(2) adults in a (2) Bedroom Unit, five (5) Persons of same family or three (3) adults in a (3) Bedroom and a maximum of six (6) persons of same family or four (4) adults in a (4) Bedroom Unit, excepting Tenant's occasional overnight or weekend guest.**Tenant(s) shall not keep or maintain in unit or on the general premises any animal under any circumstances without prior written permission from the landlord. Landlord understans that the Tenant intends to use this property as a dwelling unit for members of the Tenant's Metamorphosis Program, and acquieses to such use.**

(7) RE-RENTALS: Tenant(s) shall not re-rent Unit or any part thereof or assign or subdivide this Lease without Landlord's consent, obtained in writing and secured in advance. Forms are available for the purpose of re-renting, and must be used. A charge of $200.00 Dollars will be made for re-renting an apartment for a Tenant(s) during the term of this Lease. If persons other than Tenant's Lawful spouse or children concurrently occupy unit with Tenant(s), each such person shall sign the rental agreement and be jointly responsible withTenant(s) for observing conditions and terms of Tenant's rental agreement. Subletting is not permitted.

(8) AUTHORIZED ENTRY: Tenant(s) shall allow Landlord, or his authorized agent, entry at any time for emergency measures to protect the property or its inhabitants and at all reasonable hours for purposes of inspection or making repairs or alterations which Landlord may deem desirable or necessary. Landlord will make reasonable attempt to notify tenant prior to non-emergency inspections. (see 12C).

(9) LIABILITY: Tenant(s) understands that landlord does not insure personal property belonging to tenant(s) against any hazard, nor does landlord provide liability insurance or any other coverage for the benefit of tenant(s). Neither landlord nor agent shall be liable for any personal conflict or personal injury to tenant or damage or loss to tenant's property, including but not limited to any injury, loss or damage caused by burglary, assault or battery, fighting, vandalism, theft, or any other crimes. All personal property placed or kept in the premises, or in any storage room or space, or anywhere on the adjacent property of landlord shall be at tenant's sole risk and landlord shall not be liable for any damages to, or loss of, such property. Tenant is encouraged to secure apartment-dwellers or similar personal property and liability insurance to cover any loss or damage to personal property. Although the presence of Courtesy personnel, where applicable, is for the benefit and convenience of Landlord, Agent, and Tenant, it is expressly understood and agreed that **the risk of crime always exists,** and the providing of Courtesy personnel in no way commits the Landlord to insure, guarantee, indemnify, or otherwise protect Tenant or Tenant's personal property, or the person or property of any guest, invitee, or other tenants. Tenant shall be responsible for any loss, damage, casualty, cost of repair, maintenance or expense of any kind whatsoever, including but not limited to court costs and attorney's fees, including such as may be caused by fire, flood, or any accident, caused by Tenant's wrongful act or negligence. The County is self-funded for liability insurance in accordance with section 768.28, F.S. Nothing contained herein, including any duty to indemnify, shall constitute a waiver by the County of its sovereign immunity, the limits of liability of $100,000/$200,000 or other provisions of 768.28, Florida Statutes. The maximum liability for the tenant under this lease is $100,000 per claim and $200,000 per occurrence.

(10) RULES: Tenant(s) hereby acknowledges receipt from Landlord of Rules and Regulations covering his occupancy and agrees to abide by such Rules. These may be amended by Landlord as deemed necessary. A breach of any rule or regulation by the Tenant(s) shall constitute a breach of the terms and conditions of this Lease.

(11) DELAY OF OCCUPANCY: If the availability of the apartment upon commencement of this Lease is or will be delayed because of construction/repair or prior Resident's holding over, Landlord shall not be liable to Resident for such delay or its effects, and the Lease shall remain in force subject to abatement of rental on a daily basis during delay. Resident's right of rent abatement or Lease termination shall not apply if delay is due to cleaning or repairs which do not prevent occupancy by Resident.

(12) HABITABILITY: The Tenant(s), by execution of this agreement, admits that the dwelling Unit described herein has been inspected by him and meets with his approval. The Tenant(s) hereby acknowledges that said premises have been satisfactorily completed, and that the Landlord will not be required to repaint, replaster or otherwise perform any other work, labor or service which it has already performed for the Tenant(s) at the time of his initial leasing of said apartment. Tenant(s) admits that the premises are in a livable/ habitable condition, and agrees that at the end of occupancy, hereunder to deliver up and surrender said premises to the Landlord

in good and clean condition, reasonable wear and teat excepted. However, Landlord realizes, that in certain cases such as pre-leasing, such inspection of Unit is impossible. Therefore, Management permits Tenant(s) occupying pre-leased Unit three (3) days after taking possession of Unit, the opportunity of notifying Management in writing of any conditions within said Unit that interferes with its habitability.

(13) LANDLORD PROVISIONS: Landlord shall: (A) Provide Tenant(s) Unit and furnishing if any, in good repair, in clean, sanitary and usable conditions; Make repairs needed to maintain Unit and furnishing and general premises surrounding Unit in usable condition during Rental Term; (C) Reserve the right to enter the premise for the purpose of inspection or repairs at all reasonable hours by means of duplicate keys, master keys (or by other means if locks are inoperative for any reason). (D) Respect Tenant's right to privacy and lawful, reasonable use of Unit without interference; (E) Not be responsible for injury or damage whatsoever from the interruption of equipment functioning, or any services or utilities due to circumstances beyond his reasonable control, or for any loss of Tenant's personal property in Unit or on premises; (G) Reserve the right to dispose of all property abandoned by the Tenant(s), upon their vacating of the premises, without further notice required.

(14) TENANT PROVISIONS: Tenant(s) shall: (A) Keep Unit and furnishings in clean condition during his occupancy; (B) Conform to policies set by Landlord for use and care of general premises with respect to parking, garbage and trash disposal, and other usage's affecting premises; (C) Not use any improperly wired or unsafe electrical appliances or install any unsafe wiring in Unit; (D) Keep plumbing and drain lines in Unit clear and free from obstruction; (E) Not to make any changes or alterations of structure, equipment, or furnishing of Unit without written consent obtained in advance from Landlord; (F) Report promptly to Landlord in writing any defect or damages to Unit or furnishing or any repairs needed for same; (G) Pay for cleaning or repairs necessitated by his willful or accidental use or misuse of Unit or furnishing; (H) Return Unit and all furnishings provided to Landlord in clean and sanitary condition and good repair, fair wear and tear excepted, at termination of occupancy; (I) Not waste utilities furnished by the Landlord; nor use utilities or equipment for improper or unauthorized use; and not to place fixtures, signs, or fences in or about the premises without the prior permission of the Landlord in writing. If such permission is obtained, Tenant(s) agrees, upon termination of the Lease, to remove any fixtures, signs or fences, at the option of the Landlord, without damage to the premises. (J) Pay for and replace any batteries in smoke detectors and security systems or monitors, if any, as needed to insure operation; (K) Allow Landlord or Agent entry to Unit, for the purposes of showing the Unit, ninety (90) days prior to the expiration of this Lease; (L) Look to Landlord's interest in the residential rental (real) property subject to this Lease, and only to such property, for satisfaction of any judgment obtained by Tenant against Landlord. (M) Tenant(s) shall not store or keep gasoline, explosives or other dangerously combustible materials in Unit. Tenant(s) shall use Unit for residential purposes only and shall not permit any illegal or improper usage's or any disturbances, noise, or annoyance detrimental to reasonable comfort of other tenants of the building or its neighbors. (N) Tenant(s) agrees not to use or install, without written permission, water furniture, antenna or T.V. cable or telephone cable outlets, lock changes (including re-keying or additions of locks).

(15) UTILITY SERVICES: Each apartment has a separate meter for various utilities. However, certain utilities (waste water and water) are available for a separate fee from the landlord company and the costs thereof are not included in the base rent for the apartment unit under paragraph 1, and Tenant(s) are subject to and responsible for paying the billing for this utilities. Notwithstanding the foregoing, a charge for use of utilities shall be periodically assessed to Tenant(s), these charges shall be billed to and paid for by tenant as a monthly charge for utilities and any unpaid charges will be considered as additional rent in accordance with the terms and conditions of the lease and rental agreement. Notwithstanding the foregoing, neither landlord nor agent shall be liable for loss or damage resulting from the interruption of heat, electricity, water, sewer, telephone, cable tv or any other utility services, or for the malfunction of machinery or appliances serving the premises or any part of the apartment complex in which the premises are located. Neither landlord nor agent shall be liable for injury or damage to person or property caused by any defect in the heating, gas, electrical, water, or sewer systems serving the premises. In no event shall landlord or agent be liable for damage or injury to persons or property caused by wind, rain, fire, or other acts of God, and tenant hereby expressly waives all claims for such injury, loss, or damage.

(16) OTHER PROVISIONS: This Lease is subject and subordinate to the lien of a mortgage or deed of trust or encumbrance now or at any time hereunder placed on Unit or general premises of Unit. The Tenant(s) agrees to promptly execute any instrument evidencing such subordination that the Landlord may request of him. The Tenant(s) further irrevocably appoints the Landlord as his Attomey-in-fact to execute any such instrument for him and in his behalf. The conditions and agreements contained herein are binding and may be legally enforced by the parties hereto and no failure to enforce a breach of any condition or agreement herein shall be construed to be a waiver of that condition or agreement or of any subsequent breach thereof, or of this Lease; the right of the Landlord under the foregoing shall be to forfeit any of the said rights, including but not limited to the Landlord's right to pursue eviction proceeding in the event of only partial payment ofany sums due at any time by Tenant(s); interest on any past due amounts owed under this Lease, or on any court judgment for money damages, shall accrue at the highest (18%) percentage allowed by law without demand and such interest is hereby defined, considered and intended to be additional rent; it is further understood and agreed between the parties hereto that time is of essence of their Lease and applies to all terms and conditions contained herein. In the event of a default under this Lease, each maker authorizes the gamishment or attachment of his/her wages to the fullest extent permitted by law, including without limitation, Florida Statute 222.11(2)(b)(1993) as amended from time to time.

17) REFERENCE FLORIDA STATUTE 83.535 Flotation bedding systems: If you plan to place a waterbed in your rental unit, you **must** comply with the following requirements: 1) Carry flotation insurance in the amount of one-hundred thousand ($100,000) dollars with a loss payable clause to EXIT REALTY PRODUCERS. The cost for insurance of this nature is approximately $50.00 per year. 2) You must present evidence of this insurance to the agent **before** you occupy your rental unit. 3) There must be a policy for **each** waterbed in the unit.

(18) REFERENCE FLORIDA STATE STATUTES 83.49 Your security deposit is being held in a non-interest bearing Escrow Account at BANK Of AMERICA, Security account #_898021176675_, located in Gainesville, Fl. .

(19) REFERENCE FLORIDA STATE STATUTES 83.50 The Landlord's Agent to receive notices and demands on his behalf is at the corporate office, 220-B NW 76th Drive Gainesville, Fl 32607. Your security deposit will be refunded in full provided that the property has been left in the same physical condition as at the start of your tenancy and that all the terms and conditions of your lease have been complied with. "The Landlord has thirty (30) days after the Tenant vacates the premises for termination of the rental agreement, to impose a claim against the Tenant's security deposit. If the Landlord fails to give the Tenant notice of such claims within the thirty (30) days, the Landlord waives his rights to retain the deposit and must return it to the Tenant pursuant to section 83.49, Florida Statutes."

(20) As required by law, Landlord makes the following disclosure: **"RADON GAS"** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(21) NO VERBAL AGREEMENTS: TENANT(S) HEREBY AGREES THAT THERE IS NO AGREEMENT OR VERBAL UNDERSTANDING OF ANY KIND OR NATURE WHATSOEVER WITH THE LANDLORD OR ANY OF HIS REPRESENTATIVES, EXCEPT AS SET FORTH WITHIN THE RULES AND REGULATIONS, APPLICATION AND LEASE.

(22) BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANTS PERSONAL PROPERTY.

(23) IN THE EVENT OF A DEFAULT UNDER THIS LEASE, EACH MAKER AUTHORIZES THE GARNISHMENT OR ATTACHMENT OF HIS/HER WAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, FLORIDA STATUTE 222.11(2)(b)(1993) AS AMENDED FROM TIME TO TIME.

(24) THE PARTIES FURTHER AGREE THAT ANY ACTION BROUGHT UNDER THIS LEASE WHETHER BY THE LESSOR OR THE LESSEE, SHALL BE BROUGHT IN ALACHUA COUNTY, FLORIDA AND BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL; THE UNDERSIGNED LESSEE SPECIFICALLY AGREES THAT VENUE FOR ANY LAWSUIT INVOLVING ANY MATTER RELATED HERETO LIES IN ALACHUA COUNTY, FLORIDA.

(25) TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN PROVIDED WITH A COPY OF THE RULES AND REGULATIONS FOR THE COMMUNITY IN WHICH THEY WILL BE RESIDING AND ANY BREACH OF THOSE RULES AND REGULATIONS ARE CAUSE FOR TERMINATION OF THIS LEASE. TENANT UNDERSTANDS THAT THOSE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME, AND LANDLORD WILL PROVIDE SUCH AMENDMENTS AS THEY ARE AVAILABLE.

(26) Tenant will pay to Landlord upon execution of this lease, in addition to the SECURITY DEPOSIT listed above, an amount of $900.00, for LAST MONTH'S RENT, which will APPLY ONLY TO THAT SPECIFIC MONTH. This amount will be held in a separate, non interest bearing account at Bank of America.

Approved as to Form
Alachua County Attorney

ONE SIGNATURE PER TENANT ONLY

WITNESS: Rhonda Baxter TENANT: Randall H. Reid County Manager DATE: 9/8/10

WITNESS:_____ TENANT:_____ DATE:_____

WITNESS:_____ LANDLORD: as agent for owner DATE: 8-16-10

Initials: ____ ____ ____

#6066

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 11, 2010

MEMORANDUM

To: Ron Akins, Administrative Support Manager
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager. Also attached is a copy of the Green Sheet for your file.

TEM SYSTEMS, INC.
Preferred Client Agreement to provide required inspections and service repair for the Arm Gate located at the Criminal Courthouse
Term: October 1, 2010 – September 30, 2011
Amount: $1,000.00 Account: 001-1812-712.34-10

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

ITEM DESCRIPTION: Agreement between TEM system, Inc. and Alachua County for Preventative Maintenance Inspections and Service and Repair of Gate at the Criminal Courthouse			
DEPARTMENT: Administrative Services	**RETURN TO** Facilities Management	**CONTACT:** Charlie R. Jackson	
		PHONE 374-5289	
DOCUMENT(S) REQUIRING ACTION:	Agreement between TEM Systems, Inc. and Alachua County for Preventative Maintenance, Inspections, Service and Repair of Gate at the Criminal Courthouse	**AMOUNT:** $1,000	

EXECUTIVE SUMMARY: The County wishes to establish an agreement with this vendor to provide required inspections and service repair for the Arm Gate located at the Criminal Courthouse for the period of October 1, 2010 through September 30, 2011.

BACKGROUND: The County currently uses TEM to provide this repair service. By entering into this Preferred Customer Agreement, the County would take advantage of discount rates as shown in the attached contract. This agreement is two fold. The previous TEM Agreement began on October 1, 2009 and ended on September 30, 2010.

ISSUES: This is a preventative maintenance agreement. If the County chooses not to approve this agreement, Facilities Management would be unable to provide required maintenance and repair at a reduced price.

Recommendation:	Approve and execute the Agreement between Alachua County and TEM Systems, Inc.

Recommendation:	Approve and execute the Agreement between Alachua County and TEM Systems, Inc
Funding Sources:	General Budget
Associated Costs	N/A
Account Code:	001-1812-712.46-30

ATTACHMENTS:	TEM Preferred Customer Agreement (1 original)
SUGGESTED REFERENCE MATERIAL:	None

TEM SYSTEMS, INC.

PREFERRED CLIENT AGREEMENT
Parking and Access Systems

Effective Date: 10/1/10- 9/30/11 No. Of Inspection(s): 2 Month of Inspection(s): January/July

Between "Client" **Alachua County, Department of Facilities Management for equipment located at the Alachua County Courthouse, 220 S. Main Street, Gainesville, FL 32601**

TEM Systems-Orlando, 4520 Parkway Commerce Blvd, Suite H, Orlando, FL 32808
Ph: 407-251-7114// (800) 365-9020//FAX: 407-251-7118
TEM Systems, Inc., Corporate Office, 4880 N. Hiatus Road, Suite 120, Sunrise, Florida 33351
Ph: 954-577-6044//(800) 777-8912//FAX: 954-572-4531

In consideration of the customer's payment of the annual fee provided herein, TEM agrees to provide the service listed below during the initial annual term and any extension thereof as provided in this agreement, with respect to the equipment listed below. The annual fee for the initial term shall be **$ 1,000.00 plus appropriate Florida Sales Tax**. TEM will render its initial invoice in advance upon receipt of a signed copy of this Agreement.

SERVICE
As a Preferred Client you will receive preferential treatment as specified herein for the term of this agreement. TEM shall provide service and preventative maintenance inspections as specified on equipment listed herein-under on an annual basis. Additional inspections will be provided at customer request and will be billed at TEM's then prevailing rates.

PREFERRED CLIENT AGREEMENT PROVIDES
Preferred Treatment over Non-Agreement Clients
Parts Replacement due to Normal Wear and Tear
Service during TEM normal business hours (Travel and Labor No Charge) as needed
Six Business Hour Response Time
Two (2) Preventative Maintenance Inspections Per Year
Two Hours Free Telephone Support *
25% Discount on Database Maintenance**
10% Discount on any Additional Training Needs
15% Discount on Parts and Labor Not Covered by This Agreement (i.e. Vandalism)
Standard Service Monday thru Friday (excludes holidays)
Scheduled Inspections - Necessary Adjustments - Field Cleaning - Lubrication
Factory Trained Technicians to Service Your Equipment and Systems
Down Time Held to a Minimum

* Base contract price, excluding sales tax, must exceed $1,000.00. If less than $1,000.00, One (1) hour of Phone support is provided at no charge.
** Initial-programming fees excluded.
See attached Equipment List for equipment that is covered

Preventative maintenance inspections will be completed by the month scheduled or at the time of an emergency service call. When, in TEM's opinion, a shop reconditioning is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TEM will submit a cost estimate. Such work, if authorized by the customer, will be in addition to the above-mentioned annual fee. If repair authorization is not granted, TEM may refuse renewal of the Service Agreement on the unit-requiring repair. NO EXPRESSED OR IMPLIED WARRANTIES.

THE SOLE OBLIGATION OF TEM UNDER THIS AGREEMENT IS TO INSPECT AND MAKE NECESSARY REPAIR OF THE EQUIPMENT, AND CUSTOMER HEREBY AGREES THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH WOULD IMPOSE UPON TEM ANY OTHER OBLIGATION OR LIABILITY. TEM SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE TERMS AND CONDITIONS BELOW ARE PART OF THIS AGREEMENT.

RENEWAL
Either party may cancel this Agreement on thirty (30) day prior written notice to other party. In the event of a cancellation of individual units or the entire agreement, credit will be on a prorated monthly basis.

FEE
The billing for any extension period fee will be rendered to the customer in advance of expiration of the current term. There shall be added to all charges any taxes levied on such charges, the service rendered or parts supplied pursuant thereto.

DEFAULT
If customer does not pay the fees or charges due hereunder: TEM may (a) refuse to continue the services provided for herein or (b) furnish such services only on a C.O.D. "Per Call" basis.

EMERGENCY FIELD SERVICE DOES NOT INCLUDE:
1. Travel, or parts and labor charges, required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lighting surges, failure due to non TEM installation, parts, service attachments, or devices, or any cause external to the equipment.
2. Specification changes, program changes, resets, Daylight Savings Time Changes, power failures.
3. Service on weekends, holidays or times other than TEM's normal business hours of 8:30 a.m. to 5:00 p.m. (unless otherwise agreed to in writing in this document).
4. Coverage of loss of revenue or any financial claims due to equipment malfunction or down time.
5. Non equipment items such as doorstrikes, door closures, concrete, electrical etc.
6 Payment for Travel and per diem, approved in advance, will be paid in accordance with the provisions of §218, Part VII ("Local Government Prompt Payment Act") , Florida Statues

GENERAL
TEM shall not be responsible for failure to render service due to strikes, fire, flood, and other causes beyond its control. This Agreement constitutes the entire contract between TEM and Client with respect to service of the equipment and no representation of statement not expressed herein shall be binding on TEM.

Agreed To and Accepted by:

Client (Print Name): RANDALL H. REID, COUNTY MANAGER

Client Title:

Client Signature:

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

Agreed to and Accepted By:

Consultant: Jan Longo

Title: PCA Dept.

Signature: Jan Longo

EQUIPMENT LIST

MODEL	DESCRIPTION	SERIAL #	LOCATION
HID-5375	Card Reader	1039913/78141	Judges Entrance
HID-5375	Card Reader	1029913/47304	Main Entrance
HID-5375	Card Reader	0904-0224	Exit
HID-5375	Card Reader	0804-0223	Exit

*Includes loops, detectors, switches and/or accessories associated with the operation of the above listed equipment only.

*Repairs Prior to PCA agreement being accepted:

#6990

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

PAYNE, ARTHUR SR.
First Amendment to the Parks Janitorial Services Agreement at Monteocha Park
Term: October 1, 2010 – September 30, 2013
Amount: $5,402.00 Annually Account: 001-4100-572.34-11 &
BID #09-19 008-4100-572.34-11

Forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Arthur Payne.		
DEPARTMENT: Public Works/Parks	**RETURN TO** Vernest LeGree	**CONTACT:** Vernest LeGree **PHONE** 352-374-5245 x 219	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Arthur Payne	**AMOUNT $5,402.00**	

EXECUTIVE SUMMARY: This Agreement provides for annual janitorial services at Monteocha Park. This First Amendment is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services Arthur Payne was the lowest responsible bidder for janitorial services at Monteocha Park. The cost of janitorial services for Monteocha Park is $14.80 per cleaning at a total cost of $5,402.00. This agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Arthur Payne for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Arthur Payne
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/1/10 FOR RICK HODRICK		LA		RKQ	9/15/10

9-2-10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 15th day of September, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Arthur Payne**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated February 4, 2009, for the provision of janitorial services at the **Monteocha Park** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon the expiration of the Agreement currently in effect under the same terms and specifications contained therein.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated February 4, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: _____
Arthur Payne

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 31st day of August, 2010, by Arthur S. Payne, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

My commission expires:
Commission No.

NOTARY PUBLIC-STATE OF FLORIDA
Kim L. Carter
Commission # DD809952
Expires: SEP. 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

#6989

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

M E M O R A N D U M

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

PAYNE, ARTHUR SR.
First Amendment to the Parks Janitorial Services Agreement at Jonesville Park
Term: October 1, 2010 – September 30, 2013
Amount: $13,758.73 Annually Account: 001-4100-572.34-11 &
BID #09-19 008-4100-572.34-11

Please forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Arthur Payne.		
DEPARTMENT: Public Works/Parks	RETURN TO Vernest LeGree	CONTACT: Vernest LeGree PHONE 352-374-5245 x 219	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Arthur Payne	AMOUNT $13,758.73	

EXECUTIVE SUMMARY: This First Amendment to Agreement provides for annual janitorial services at Jonesville Park for two restrooms. This First Amendment is effective upon signature and conditions of the agreement currently in effect and extends the term through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services. Arthur Payne was the lowest responsible bidder for janitorial services at Jonesville Park. The cost of janitorial services for Jonesville Park is $18.08 per cleaning at a total cost of $13,758.73. For the restroom located at the soccer concession building the annual cost is $6,599.20. For the restroom located at the ball field concession building the annual cost is $6,599.20 with an additional $560.48 for the month of September 2010 for a total of $13,758.73. This Agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Arthur Payne for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Arthur Payne
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/10 FOR RICK HENDRICK					9/15/10

9-2-10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 15th day of September, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Arthur Payne**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated February 4, 2009, for the provision of janitorial services at the **Jonesville Park** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. **Section 2, *Duties of the Contractor*** is amended as follows:

2.1.1 Two (2) restrooms shall be cleaned consistently on an agreed upon time of day.

2.1.2 The restrooms are located at the soccer concessions building and the ball field concessions building.

C. **Section 4, *Method of Payment*** is amended as follows:

4.1 The Contractor shall be paid monthly based on the cleaning price of Eighteen Dollars and Eight Cents ($18.08) per cleaning per restroom.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated February 4, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: _____
Arthur Payne

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 12th day of August, 2010, by Arthur S. Payne, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

My commission expires:
Commission No.

VALORY PAYNE
MY COMMISSION EXPIRES MAR 17 2013
#DD769881
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

#6988

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

PAYNE, ARTHUR SR.
First Amendment to the Parks Janitorial Services Agreement at Kanapaha Park
Term: October 1, 2010 – September 30, 2013
Amount: $7,800.05 Annually **Account: 001-4100-572.34-11 &**
BID #09-19 **008-4100-572.34-11**

Forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Arthur Payne.		
DEPARTMENT: Public Works/Parks	**RETURN TO** Vernest LeGree	**CONTACT:** Vernest LeGree **PHONE** 352-374-5245 x 219	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Arthur Payne	**AMOUNT $7,800.05**	

EXECUTIVE SUMMARY: This Agreement provides for annual janitorial services at Kanapaha Park. This First Amendment is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services Arthur Payne was the lowest responsible bidder for janitorial services at Kanapaha Park. The cost of janitorial services for Kanapaha Park is $21.37 per cleaning at a total cost of $7,800.05. This agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Arthur Payne for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Arthur Payne
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/1/10 FOR RICK HEDRICK					9/15/10

9-2-10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 15th day of September, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Arthur Payne**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated February 4, 2009, for the provision of janitorial services at the **Kanapaha Park** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon the expiration of the Agreement currently in effect under the same terms and specifications contained therein.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated February 4, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: _____
Arthur Payne

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 12th day of August, 2010, by Arthur S. Payne, and who is personally known to me or who has produced _____ as identification.

VTP _____
Notary Public

VALORY PAYNE
MY COMMISSION EXPIRES MAR 17 2013
#DD769881
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:
Commission No.

#6951

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 17, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

GORDON, MERRY

First Amendment to the Parks Janitorial Services Agreement at Lochloosa Park
Term: October 1, 2010 – September 30, 2013
Amount: $4,799.75 Annually Account: 001-4100-572.34-11 &
BID #09-19 008-4100-572.34-11

Forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures
cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Merry Gordon.		
DEPARTMENT: Public Works/Parks	**RETURN TO** Vernest LeGree	**CONTACT:** Vernest LeGree	
		PHONE 352-374-5245 x 219	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Merry Gordon	**AMOUNT $4,799.75**	

EXECUTIVE SUMMARY: This Agreement provides for annual janitorial services at Lochloosa Park. This First Amendment is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services. Merry Gordon was the lowest responsible bidder for janitorial services at Lochloosa Park. The cost of janitorial services for Lochloosa Park is $13.15 per cleaning at a total cost of $4,799.75. This agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Merry Gordon for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Merry Gordon
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
8-9-10					9/12/10

9-9-10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 17th day of September, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Merry Gordon**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated January 2, 2009, for the provision of janitorial services at the **Lochloosa Park** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon the expiration of the Agreement currently in effect under the same terms and specifications contained therein.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated January 2, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: Merry Gordon
Merry Gordon

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 26 day of August, 2010, by Merry Gordon, and who is personally known to me or who has produced FL Drivers License as identification.

Cindy S. Thomas
Notary Public

CINDY S. THOMAS
MY COMMISSION # DD 758438
EXPIRES: March 27, 2012
Bonded Thru Notary Public Underwriters

My commission expires: 3-27-12
Commission No. DD 758438

#6952

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

M E M O R A N D U M

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 17, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

GORDON, MERRY

First Amendment to the Parks Janitorial Services Agreement at Owens-Illinois Park
Term: October 1, 2010 – September 30, 2013
Amount: $4,799.75 Annually Account: 001-4100-572.34-11 &
BID #09-19 008-4100-572.34-11

Forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Merry Gordon.		
DEPARTMENT: Public Works/Parks	**RETURN TO** Vernest LeGree	**CONTACT:** Vernest LeGree	
		PHONE 352-374-5245 x 219	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Merry Gordon	**AMOUNT $4,799.75**	

EXECUTIVE SUMMARY: This Agreement provides for annual janitorial services at Owens-Illinois Park. This First Amendment is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services. Merry Gordon was the lowest responsible bidder for janitorial services at Owens-Illinois Park. The cost of janitorial services for Owens-Illinois Park is $13.15 per cleaning at a total cost of $4,799.75. This agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Merry Gordon for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Merry Gordon
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
8-9-10					9/17/10

9-9-10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 17th day of September, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Merry Gordon**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated January 2, 2009, for the provision of janitorial services at the **Owens-Illinois Park** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon the expiration of the Agreement currently in effect under the same terms and specifications contained therein.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated January 2, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: Merry Gordon
Merry Gordon

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 26 day of August, 2010, by Merry Gordon, and who is personally known to me or who has produced Fla. Drivers License as identification.

Cindy S. Thomas
Notary Public

CINDY S. THOMAS
MY COMMISSION # DD 758438
EXPIRES: March 27, 2012
Bonded Thru Notary Public Underwriters

My commission expires: 3-27-12
Commission No. DD 758438

#6945

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

BANKS, MARY F.

First Amendment to the Parks Janitorial Services Agreement for Forest Park
Term: October 1, 2010 – September 30, 2013
Amount: $6,840.10 Annually Account: 001-4100-572.34-11 &
BID #09-19 008-4100-572.34-11

Forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Mary Francis Banks.		
DEPARTMENT: Public Works/Parks	**RETURN TO** Vernest LeGree	**CONTACT:** Vernest LeGree	**PHONE** 352-374-5245 x 219
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Mary Francis Banks	**AMOUNT $6,840.10**	

EXECUTIVE SUMMARY: This Agreement provides for annual janitorial services at Forest Park. This First Amendment is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services. Mary Francis Banks was the lowest responsible bidder for janitorial services at Forest Park. The cost of janitorial services for Forest Park is $18.74 per cleaning at a total cost of $6,840.10. This agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Mary Francis Banks for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Mary Francis Banks
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/8/10 for Rick Hoover					9/15/10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 15th day of September, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Mary Francis Banks**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated December 17, 2008, for the provision of janitorial services at the **Forest Park** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon the expiration of the Agreement currently in effect under the same terms and specifications contained therein.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated December 17, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: _____
Mary Francis Banks

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 27th day of August, 2010, by Mary F. Banks, and who is personally known to me or who has produced Florida Drivers License as identification.

_____
Notary Public

My commission expires:
Commission No.

REBECCA DENSON
Notary Public, State of Florida
Commission# DD914393
My comm. expires Aug. 5, 2013

#6947

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

THOMAS, BILLY S.
First Amendment to the Parks Janitorial Services Agreement at Marjorie K. Rawlings Park
Term: October 1, 2010 – September 30, 2013
Amount: $7,300.00 Annually Account: 001-4100-572.34-11 &
BID #09-19 008-4100-572.34-11

Forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Billy Thomas		
DEPARTMENT: Public Works/Parks	**RETURN TO** Vernest LeGree	**CONTACT:** Vernest LeGree **PHONE** 352-374-5245 x 219	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Billy Thomas	**AMOUNT $7,300.00**	

EXECUTIVE SUMMARY: This Agreement provides for annual janitorial services at Marjorie K. Rawlings Park. This First Amendment is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services. Billy Thomas was the lowest responsible bidder for janitorial services at Marjorie K. Rawlings Park. The cost of janitorial services for Marjorie K. Rawlings Park is $20.00 per cleaning at a total cost of $7,300.00. This agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Billy Thomas for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Billy Thomas
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/1/10 FOR RICK HEDRICK					9/15/10

9-2-10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 15th day of September, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Billy Thomas**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated December 17, 2008, for the provision of janitorial services at the **Marjorie K. Rawlings Park** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon the expiration of the Agreement currently in effect under the same terms and specifications contained therein.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated December 17, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: _____
Billy Thomas

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 27 day of August, 2010, by Billy Thomas, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

My commission expires: 4/6/2012
Commission No.

NOTARY PUBLIC-STATE OF FLORIDA
Teresa M. Skinner
Commission # DD763529
Expires: APR. 06, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

#7108

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

HILL, RUBIN

First Amendment to the Parks Janitorial Services Agreement at Earl P. Powers Park
Term: October 1, 2010 – September 30, 2013
Amount: $6,201.35 Annually Account: 008-4100-572.34-11
001-4100-572.34-11

BID #09-19

Forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

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E-Mail :omb@alachuacounty.us ■ Home Page: www.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Rubin Hill.		
DEPARTMENT: Public Works/Parks	**RETURN TO** Vernest LeGree	**CONTACT:** Vernest LeGree **PHONE** 352-374-5245 x 1219	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Rubin Hill	**AMOUNT $6,201.35**	

EXECUTIVE SUMMARY: This Agreement provides for annual janitorial services at Earl P. Powers Park. This First Amendment is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services. Rubin Hill was the lowest responsible bidder for janitorial services at Earl P. Powers Park. The cost of janitorial services for Earl P. Powers Park is $16.99 per cleaning at a total cost of $6,201.35. This agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Rubin Hill for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Rubin Hill
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					9/25/10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 15th day of September, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Rubin Hill**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated August 6, 2009, for the provision of janitorial services at the **Earl P. Powers Park** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon the expiration of the Agreement currently in effect under the same terms and specifications contained therein.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated August 6, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: _____
Rubin Hill

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 28th day of August, 2010, by Ruben Hill, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public
My commission expires:
Commission No.

FREDDIE YOUNG
MY COMMISSION # DD 659269
EXPIRES: April 17, 2011
Bonded Thru Notary Public Underwri

#7107

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

HILL, RUBIN

First Amendment to the Parks Janitorial Services Agreement at Cynthia Moore Chestnut Park & Clark Butler Nature Preserve
Term: October 1, 2010 – September 30, 2013
Amount: $4,380.90 Annually **Account: 001-4100-572.34-11**
008-4100-572.34-11

Forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

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1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Rubin Hill.		
DEPARTMENT: Public Works/Parks	**RETURN TO** Vernest LeGree	**CONTACT:** Vernest LeGree	
		PHONE 352-374-5245 x 1219	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Rubin Hill	**AMOUNT $4,380.00**	

EXECUTIVE SUMMARY: This Agreement provides for annual janitorial services at Cynthia Moore Chestnut Park and Clark Butler Nature Preserve. This First Amendment is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services. Rubin Hill was the lowest responsible bidder for janitorial services at Cynthia Moore Chestnut Park and Clark Butler Nature Preserve. The cost of janitorial services for Cynthia Moore Chestnut Park and Clark Butler Nature Preserve is $12.00 per cleaning at a total cost of $4,380.00. This agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Rubin Hill for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Rubin Hill
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/7 9/10 FOR RICK HOORICK					9/15/10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 15th day of September, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Rubin Hill**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated August 6, 2009, for the provision of janitorial services at the **Cynthia Moore Chestnut Park and Clark Butler Nature Preserve** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon the expiration of the Agreement currently in effect under the same terms and specifications contained therein.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated August 6, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: _____
Rubin Hill

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 24th day of August, 2010, by Ruben Hill, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public
My commission expires:
Commission No.

FREDDIE YOUNG
MY COMMISSION # DD 669269
EXPIRES: April 17, 2011
Bonded Thru Notary Public Underwriters

#6953

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

HILL, RUBIN

First Amendment to the Parks Janitorial Services Agreement at Santa Fe Lake Park
Term: October 1, 2010 – September 30, 2013
Amount: $6,080.90 Annually **Account: 001-4100-572.34-11 &**
BID #09-19 **008-4100-572.34-11**

Please forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Rubin Hill		
DEPARTMENT: Public Works/Parks	**RETURN TO** Vernest LeGree	**CONTACT:** Vernest LeGree **PHONE** 352-374-5245 x 219	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Rubin Hill	**AMOUNT $6,080.90**	

EXECUTIVE SUMMARY: This Agreement provides for annual janitorial services at Santa Fe Lake Park. This First Amendment is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services Rubin Hill was the lowest responsible bidder for janitorial services at Santa Fe Lake Park. The cost of janitorial services for Santa Fe Lake Park is $16.66 per cleaning at a total cost of $6,080.90. This agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Rubin Hill for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Rubin Hill
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/2/10 FOR RICK HEDRICK					9/15/10

9-2-10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 15th day of September, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Rubin Hill**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated January 2, 2009, for the provision of janitorial services at the **Santa Fe Lake Park** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon the expiration of the Agreement currently in effect under the same terms and specifications contained therein.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated January 2, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: _____
Rubin Hill

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 28th day of August, 2010, by Ruben Hill, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public
My commission expires:
Commission No.

FREDDIE YOUNG
MY COMMISSION # DD 659269
EXPIRES: April 17, 2011
Bonded Thru Notary Public Underwriters

#16604

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 6, 2010

MEMORANDUM

To: Larry Sapp, Manager
Administrative Services/Purchasing

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager September 13, 2010 & Returned from the Vendor October 4, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. A copy of Green Sheet is attached.

IRON MOUNTAIN

First Amendment to the Customer Agreement for record storage, management and confidential shredding services
Term: October 1, 2010 - September 30, 2011
Amount: $45,935.52 Estimated Annually Account: various

Please keep this document for your file. Enclosed is your encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
File

JDJ/jcp

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#6604

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	1st Amendment to the Agreement with Iron Mountain Information Management, Inc for record storage, management and confidential shredding services

DEPARTMENT:	RETURN TO	CONTACT: Larry Sapp
Purchasing	Larry Sapp	PHONE 374-5202

DOCUMENT(S) REQUIRING ACTION:	1st Amendment to the Agreement between Alachua County and Iron Mountain Information Management, Inc for record storage, management and confidential shredding services	AMOUNT: Est: $45,935.52/year

EXECUTIVE SUMMARY: Under fl law the County is required to retain certain documents for various periods of time. Iron Mountain provides secure storage, records management and records destruction services. The agreements establishes pricing for the upcoming year.

BACKGROUND: Under Florida Statues, the County is required to retain public records for varying lengths of time. Additionally, under Florida Privacy laws, election Law and HIPAA, the County has a periodic need for confidential shredding services. The County has used Iron Mountain (and its predecessors) for records storage and management for a number of years with no significant problems. Iron Mountain provides departmental billing based on the rates attached. In the past the County has looked into in-house storage and having the Clerk handles all records. The Clerk does not have the capacity and the cost of providing the levels of service needed in-house which would exceed the cost of using an outside vendor. Purchasing periodically monitors the prices and considers alternatives however the cost of moving the records and reentering data into a new system is expensive and not practical.

The agreement allows additional departments to be added if needed under the same terms and conditions.

ISSUES: Whether to handle records storage internally

ACTION

Recommendation: Approve and sign the amendment to the agreement with Iron Mountain Information Management, Inc for record storage, management and confidential shredding services

BUDGETARY IMPACT

Recommendation:	Budgeted by using departments
Funding Sources:	**Various**
Associated Costs	NA
Account Code:	various

ATTACHMENTS: (1) Agreement between Alachua County and Iron Mountain Information Management, Inc for record storage, management and shredding services

SUGGESTED REFERENCE MATERIAL: Florida Statues, HIPAA

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
8.9.10					9/13/10

First Amendment to Service Order and Storage Agreement

This First Amendment, dated this 30th day of ~~July~~ September 2010 extends and amends the Iron Mountain Customer Agreement (the "Agreement") executed the 11th day of December, 2006 by and between Iron Mountain Records Management, a division of Iron Mountain Information Management, Inc. ("Iron Mountain") and the Board of County Commissioners, Alachua County Florida. The terms and conditions of this Amendment are herby incorporated by reference into and made a part of the Agreement and related schedules and attachments.

The Agreement is amended as follows:

1. The term of the Agreement is hereby extended by written consent of the parties to the 30th Day of September 2011 unless sooner terminated pursuant to the termination provision contained in this Agreement.

2. The rates that are effective as of October 1, 2010, and attached to the First Amendment as "Exhibit A" continue to be applicable until September 30, 2011.

Except for the amendments stated herein, the terms and conditions of the Agreement remain unchanged and in full force and effect.

Alachua County Board of County Commissioners, Alachua County Florida

By: _____

Name: RANDALL H. REID, COUNTY MANAGER

Title: _____

Date: 9-13-2010

Iron Mountain Information Management, Inc.

By: _____

Name: Dale R. Lawing

Title: VP, Mid-South

Date: 9/30/2010

APPROVED AS TO FORM

_____

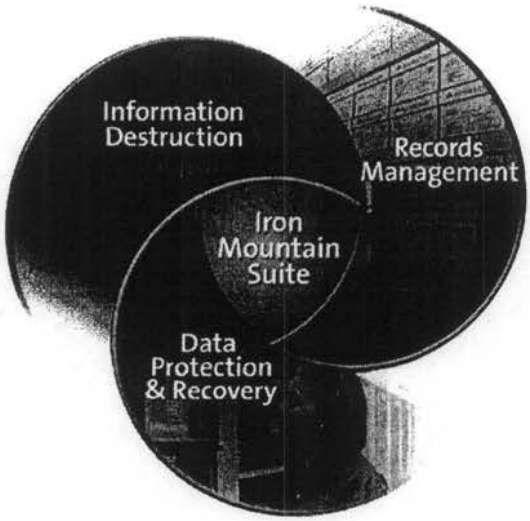
ALACHUA COUNTY ATTORNEY

Iron Mountain Overview

Iron Mountain Incorporated (NYSE:IRM) helps organizations around the world reduce the costs and risks associated with information protection and storage. We offer comprehensive records management and data protection solutions, along with the expertise and experience to address complex information challenges such as rising storage costs, litigation, regulatory compliance and disaster recovery. Founded in 1951, Iron Mountain is a trusted partner to more than 140,000 corporate clients throughout North America, Europe, Latin America and Asia Pacific. For more information, please visit our Web site at www.ironmountain.com.

Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help companies reduce costs, risks and inefficiencies associated with managing their paper and digital data.



Records Management Services
Records Management
Accutrac® Software
Digital Archive
Iron Mountain Discovery Service (Stratify®)
Domain Name Management
Compliant Records Management Programs
Records Management Consulting
ActivFile™, Imaging and Hosted Archiving Solutions
Fulfillment Services
Health Information Management Services
Film and Sound Archive
Energy Data Services

Information Destruction
Secure Shredding
Compliant Shredding Programs

Data Protection and Recovery Services
Offsite Tape Vaulting
Server Data Protection
PC and Mac Data Protection
Technology Escrow
E-mail Continuity
Disaster Recovery Support Services

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The Numbers Tell the Story

The result of our focused approach has been nothing short of remarkable.

- More than 1,000 facilities comprising 65 million square feet worldwide
- More than 430 million cubic feet of hard copy records stored
- Over 10 million linear feet of medical records under management
- More than 65 million pieces of data stored in highly secure data protection vaults
- 6 petabytes of digital data
- Over 2.5 million PCs backed up/70 million digital files restored to date
- Over 140,000 customer accounts and growing daily
- 3,500+ vehicles making 18 million trips a year worldwide

Iron Mountain takes great pride in its tremendous financial stability and consistently strong performance. We are built on a highly recurring revenue model that boasts 20 consecutive years of storage revenue growth. Our stable and very predictable revenue streams and the cash flows they generate, allow us to make significant investments in new products and services and increased security to better protect and store our customers' information.

Facts:

- Became public in 1996 (NYSE: IRM)
- Currently ranked number 681 on the Fortune 1000
- Member of the S&P 500 Index
- More than $3 billion of revenues in 2008
- $5.1 billion in total assets

Iron Mountain Locations

Iron Mountain has a global network with local service. Promoting consistency across media and geographies, we service 39 countries on 5 continents.

Iron Mountain Coverage

Renewal Schedule A:
PROGRAM PRICING SCHEDULE
Records Management

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc., (the "Company" or "Iron Mountain") and Alachua County, (the "Customer").

The Customer will be eligible for a Discount Rate of 45%. List Price is the standard Iron Mountain price for a given service and the Discount Rate is your percentage off of List Price. The Discount Rate and List Prices specified within this Pricing Schedule are fixed for a 12 month period starting from the date of this Records Management Pricing Schedule.

The Discount Rate applies to Standard Storage and Services only and does not apply to Premium Storage and Services, Custom Storage and Services, Other Program Fees, or other fees not explicitly identified within this document.

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

Alachua County
District Name/Number: Jacksonville - 04402 | Customer No. FG203
Effective Date: October 1, 2010
Discount Rate: 45%

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List Prices (as of February 2, 2010)

STANDARD STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)

DESCRIPTION	CURRENT LIST PRICE	DISCOUNT %	EFFECTIVE PRICE	PER
■ Carton Storage	$0.45	45%	$0.248	Cubic Foot
■ Receiving and Entering - Carton	$2.83	45%	$1.557	Cubic Foot
■ Regular Retrieval - Carton	$3.65	45%	$2.008	Cubic Foot
■ Regular Retrieval - File from Carton	$4.90	45%	$2.695	File
■ Regular Refile - Carton	$3.65	45%	$2.008	Cubic Foot
■ Regular Refile - File to Carton	$4.90	45%	$2.695	File
■ Archival Destruction - Carton	$4.42	45%	$2.431	CF plus Regular Retrieval Charge
■ Permanent Withdrawal - Carton	$5.52	45%	$3.036	CF plus Regular Retrieval Charge
■ Permanent Withdrawal - File from Carton	$2.65	45%	$1.458	File plus Regular Retrieval Charge
■ Next Day Delivery	$34.75	45%	$19.113	Visit plus Handling Charge
■ Regular Pickup	$34.75	45%	$19.113	Visit plus Handling Charge
■ Handling Charge	$3.20	45%	$1.76	Cubic Foot

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Rush Retrieval - Carton	$5.47	Cubic Foot
■ Rush Retrieval - File from Carton	$7.29	File
■ Regular Interfile - Carton	$6.65	Each
■ Half Day Delivery	$48.00	Visit plus Handling Charge
■ Rush Delivery - Business Day	$96.00	Visit plus Handling Charge
■ Rush Delivery - Weekends/Holidays/After Hours	$192.00	Visit plus Handling Charge
■ Rush Pickup - Business Day	$96.00	Visit plus Handling Charge
■ Archival Destruction - File from Carton	$4.16	File plus Regular Retrieval Charge
■ Miscellaneous Services - Labor	$49.50	Hour
■ Re-Boxing Charge	$5.00	Labor plus New Carton Cost

OTHER PROGRAM FEES (see http://cic.ironmountain.com/records/glossary for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Administrative Fee (Summary Billing)	$25.12	Account ID per Month
■ Administrative Fee (Detailed Billing)	$62.80	Account ID per Month
■ Fuel Surcharge	*	Transportation Visit

*A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found at http://cic.ironmountain.com/FuelSurcharge.

Custom Pricing

CUSTOM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Individual Listing	$0.55	File
■ Third Party Shipping		Actual Courier Fees plus 30%
■ Storage Minimum	$131.00	Month
■ Minimum Service Order Charge	$12.50	Order
■ Document Conversion - Labor	$49.50	Hour
■ Document Conversion - Image Indexing (Keystroke)	$0.01	Keystroke
■ Document Conversion - Image Capture Scan (non-IOD)	$0.02	Image
■ Document Conversion - Professional Services	$250.00	Hour
■ Document Conversion - Imaging Delivery Setup		Quote
■ Digital Record Center for Images - Base Implementation Fee	$6,000.00	Implementation
■ Digital Record Center for Images - Storage	$10.00	GB per Month
■ Digital Record Center for Images - User Fee	$10.00	User per Month
■ Digital Record Center for Images - Minimum Monthly Commit	$800.00	Month

Transportation Services

- Next Day Delivery
  Order by 3:00 PM for delivery next Business Day.
- Half Day Delivery
  Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.
- Rush Delivery, Business Day
  Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.
- Rush Delivery, Weekends/Holidays/After Hours
  Delivery within 4 hours of placement of Order.
- Regular Pickup
  Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.
- Rush Pickup, Business Day
  Pickup orders placed before 4:00 PM on a Business Day will be picked up on the following Business Day.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/additionalservices.

Supplementary Material:
COST ESTIMATE

Records Management

(Actual monthly cost may vary based on quantities or billing protocols.)

Monthly Cost Estimate for Alachua County

▶ **STORAGE**

DESCRIPTION	PRICE	PER	QTY	TOTAL
Carton Storage	$0.248	Cubic Foot	13,521	$3,353.208
Total Storage Monthly Cost Estimate				**$3,353.21**

▶ **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
Receiving and Entering - Carton	$1.557	Cubic Foot	70	$108.99
Regular Retrieval - Carton	$2.008	Cubic Foot	11	$22.08
Regular Refile - Carton	$2.008	Cubic Foot	11	$22.08
Administrative Fee (Detailed Billing)	$62.80	Account ID per Month	1	$62.80
Total Services Monthly Cost Estimate				**$215.95**

▶ **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	QTY PER TRIP	TOTAL
Next Day Delivery	5	11.00	$258.80
Total Transportation Services Monthly Cost Estimate			**$258.80**

Total Monthly Cost Estimate for Records Management $3,827.96

Iron Mountain will waive the one time consolidation fee for $12,500.00. All accounts will be rolled into FG203 as a division with their departments in tact as they are currently.

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Conclusion

Your records tell the story of your business and have operational, financial and legal value.

Yet they also represent risks, costs and management challenges. In addition to rising storage, labor and administrative expenses, today's changing legal climate brings liability — tough enforcement of new regulations adds a litigation-readiness focus to the complexity of records management.

As this proposal demonstrates, Iron Mountain has the expertise, the resources and the experience to solve Alachua County's unique challenges. Our professional, proven, cost-effective records management services have been tailored to address your specific needs.

Iron Mountain can provide you with:

- Responsive local service
- Proven technology
- Deep records management expertise
- Proactive account management
- National account capabilities
- Real estate and facilities resources
- Economies of scale
- Highly trained and dedicated professional staff

Customers choose Iron Mountain for one reason above all: value. This value extends beyond storage and management services; it rests with the confidence of knowing you have entrusted your records to the industry leader. Customers know Iron Mountain is committed to a long-term business relationship. Iron Mountain is here with answers for your records and information management needs today, and we will be here to help you with your challenges of tomorrow.

#6896

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Ron Akins, Administrative Support Manager
Administrative Services - Facilities

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

MOWERY ELEVATOR COMPANY OF FLORIDA, INC.
Second Amendment to the Agreement for Contractual Services for Annual Elevator Maintenance
Term: October 1, 2010 - September 30, 2011
Amount: $ 21,756.00 Annually **Account: 001-1812-519.46-30**
BID #09-08 **001-1812-712.46-30**

Please forward the document to the vendor and keep a copy for your file.
Your encumbrance number is attached. Thank you for your assistance.

Enclosures

cc: F&A
Purchasing
File

JDJ/jcp

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An Equal Opportunity Employer M.F.V.D.

ITEM DESCRIPTION:	Second Amendment to Agreement between Alachua County and Mowrey Elevator Company of Florida, Inc. for Annual Elevator Maintenance		
DEPARTMENT: Administrative Services	**RETURN TO** Charlie Jackson	**CONTACT:** Charlie R. Jackson	**PHONE** 374-5229
DOCUMENT(S) REQUIRING ACTION:	Second Amendment to Agreement for Contractual Services between Alachua County and Mowrey Elevator Company of Florida, inc. for Annual Elevator Maintenance	**AMOUNT:** $21,756.00 Annually (reduction $2.640 = 12.2% over FY10)	

EXECUTIVE SUMMARY: This Second Amendment provides Annual Elevator Services for various County buildings for the period of October 1, 2010 through September 30, 2011.

BACKGROUND: On October 14, 2008, the Board of County Commissioners approved the Agreement for Contractual Services for the Annual Elevator Maintenance for the period of October 1, 2008 through September 30, 2009 with the option to renew for two (2) additional one-year periods. Mowrey Elevator Company services the following County buildings: Civil Courthouse, State Attorney, Public Defender, Administration Bldg, Tax Collector's Office; Correctional Facility, Annex Building and the Wilson Building.

ISSUES: N/A

Recommendation:	Approve and execute the Second Amendment to the Agreement between Alachua County and Mowrey Elevator Company of Florida, Inc. for Annual Elevator Maintenance

Recommendation:	Sufficient funds in the amount of $21,756.00 exist in Administrative Services/Facilities Management General Fund FY 2011
Funding Sources:	Administrative Services/Facilities Management General Fund
Associated Costs:	N/A
Account Code:	001-1812-519.46-30 and 001-1812-712.46-30
ATTACHMENTS:	Second Amendment to Agreement between Alachua County and Mowrey Elevator Company of Florida, Inc. for Annual Elevator Maintenance (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

8/2/10

SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND MOWREY ELEVATOR COMPANY OF FLORIDA, INC. FOR ANNUAL ELEVATOR MAINTENANCE

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 30th day of July A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Mowrey Elevator Company of Florida, Inc., hereinafter referred to as "Contractor":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated October 14, 2008, First Amendment dated July 16, 2009, for the provision of Annual Elevator Maintenance; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the agreement signed on October 14, 2008 as follows:

A. Section #1, (Term), is amended in its entirety to read:

> This amendment is effective for 1 (one) year beginning October 1, 2010 and continuing through September 30, 2011.
>
> The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. Section # 2, (Duties of Contractor), is amended in its entirety to read:

The contractor shall have and perform the following duties, obligations, and

responsibilities to the County: Scope of Work (see attachment A&B). To include the Administrative Annex Building and the Wilson Building. Contractor agrees to maintain pricing for elevator maintenance at the current levels throughout the term of the amendment.

C. This second amendment shall take effect upon expiration of the original agreement at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated October 14, 2008, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Witness to Mr. Reid

BY: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

MOWREY ELEVATOR COMPANY OF FLORIDA, INC.

_____
Name
SALES MGR - SERVICE
Title
DAN HUNTER
Print Name

Attest by Corporate Officer

_____
Name
CEO
Title
TIM MOWREY SR
Print Name

Attachment A

ATTACHMENT A

PART C- TECHNICAL SPECIFICATIONS

1.0 SCOPE

The provisions contained in this section are intended to be cooperative with, to supplement, or to modify instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern

2.0 GENERAL REQUIREMENTS

2.1 The purpose of this Invitation to Bid is for the selection of a Contractor(s) to provide for the maintenance of elevators and dumb waiters located at miscellaneous locations under the jurisdiction of Alachua County BoCC and all County owned and operated buildings. It is the intent of this contract to provide the county full maintenance service that supplies all parts and service whenever any malfunction occurs. Contractor shall provide all labor, materials, equipment, supervision and complete mechanical maintenance service including preventative maintenance

2.2 The work will consist of furnishing all material labor supervision, tools, equipment, services, permits and expert knowledge necessary to provide full maintenance services and continuing safe, satisfactory operation of elevators and dumbwaiters It will include preventative maintenance, emergency service, inspecting, testing, adjusting, cleaning and lubricating in accordance with the manufacturer's recommended schedule and repairing and replacing of all necessary parts.

2.3 The work will include the control systems, leveling systems, signaling systems, drive machines, motors, suspension or support systems, hoist way door hanging and operating system, safety systems and the complete elevator cab, except as specifically noted under work excluded.

2.4 Electric eye, electric safety edges and all other safety equipment will be kept operational at all times. Flexible safety edges must be maintained in good physical condition (i.e., not patched or taped) as well as operating condition.

2.5 Inspection and testing will be regular and systematic as outlined in the latest edition of the American Standard Safety Code for Elevators and Dumbwaiters and as may be further prescribed by appropriate agencies of the State of Florida.

2.6 All permits, fees, annual inspections that were previously performed by the State of Florida and licenses necessary for the prosecution of the work undertaken by the Contractor pursuant to this Contract shall be secured and paid for by the Contractor

2.7 It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the work to be performed and valid for the jurisdiction in which the work to be performed for all persons working on the contract for whom a Certificate of Competency is required.

2.8 Work shall include, but not be limited to: General Maintenance (preventative)

2.9 Maintain the signal system, devices and fixtures and fixture cover plate. Signal equipment includes the elevator intercommunications systems, signal buttons, direction and indicator lights, position indicators, mechanical and electrical dials, signal bells, buzzers and gongs.

2.9.1 Maintain all operating accessories of cab and hoist way doors and gates and keep them in good adjustment, including fans, key switches, and hoist way door unlocking devices.

2.9.2 Contractor to furnish all labor, materials and equipment necessary to maintain the hydraulic pumping equipment according to manufacture specifications including but not limited to inspection of the system noting controller action, oil levels, hydraulic lines, pump operating frequency, pit cylinder condition; keep the pit free of oil accumulation of dirt, and debris. Contractor is responsible for the removal and proper disposal of any hazardous materials.

2.9.3 The Contractor shall regularly and systematically inspect each unit, its component parts and operation; at frequency as stated on bid Sheet; and, as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanism as necessary to render preventative maintenance care and keep the equipment in proper and safe operating condition as per factory specifications.

2.9.4 The Contractor shall maintain all equipment under this contract according to manufacturer specifications. It must comply with all requirements of the current American Standard Safety Code for Elevators and Escalators, A17.1 and ANSI/ASME, Inspector's Manual, A17.2, and all applicable laws, regulations, ordinances, codes, etc. These ANSI/ASME codes and inspector's manual shall be used as a guide to establish that equipment is

operating safely. Cleanliness of the machine rooms is considered essential and is the responsibility of the Contractor.

2.9.5 The Contractor shall maintain records of all maintenance check, repairs and services. Equipment maintenance log sheets must be maintained with the equipment and secured in a location approved by the Facilities Management Division.

2.9.6 The contractor shall maintain the equipment according to manufacturer's specifications.

2.10 The contractor shall ensure that equipment inspections are performed in a timely manner and keep certificates of operation up to date. The contractor will notify the Facilities Management Division of any equipment deficiencies and when a piece of equipment is placed out of service, the contractor will tag out the equipment.

2.11 The contractor shall review with Facilities Management Division the maintenance condition of all equipment every 90 days.

2.12 The Contractor shall coordinate and annual maintenance plan with the Facilities Management Division and coordinate maintenance work in advance with Facilities Management Division.

2.13 The Contractor shall maintain Certificate of operations in elevators according to chapter 399 FS

3.0 **MONTHLY REQUIRED MAINTENANCE**

3.1 Clean and inspect all machine rooms, cars and pit equipment
3.2 Replace indicator lamps
3.3 Lubricate and adjust door operator and door accessory equipment.
3.4 Inspect all shackles, slack cable switches, couplings and keyways.
3.5 Check and adjust brake. Lubricate pivot pins
3.6 Check and adjust control and selector
3.7 Check for leaks in hydraulic system.
3.8 Check oil level - geared machines.
3.9 Check oil level - hydraulic power units
3.10 Check safety edge operations.
3.11 Check photo-eye operation.
3.12 Lubricate guide rails.
3.13 Empty drip pans - geared machines, hydraulic jacks and power units.

4.0 **QUARTERLY REQUIRED MAINTENANCE**

4.1 Check adjustment of car shoes (roller or slide type).
4.2 Check safety parts.
4.3 Check out complete safety circuit.
4.4 Check retiring cam assembly.
4.5 Check alarm bell circuit.
4.6 Blow out motors and motor generators.
4.7 Check commutator and brushes - replace or reseat as required.
4.8 Clean selector cables and or tapes.
4.9 Inspect and rotate hoist ropes.
4.10 Check worm and gear.
4.11 Check leveling switches.
4.12 Check compensating cables or chain hitches
4.13 Check main line fuses for heat.
4.14 Lubricate contactor and relay hinge pins.
4.15 Lubricate selector drive worm.
4.16 Check bearings and cams on door operator
4.17 Check governor and compensation sheave fastenings and lubrication.
4.18 Check and clean gate and or door contacts.
4.19 Check oil level and operation of car and counterweight buffers.
4.20 Check tension and condition of hydraulic power unit V belts.
4.21 Check and adjust hydraulic valves.

5.0 **ANNUAL REQUIRED MAINTENANCE**

5.1 Check all controller terminals.
5.2 Check and clean fuse holders.
5.3 Lubricate slide guide shoe stems.
5.4 Check guide roller bearings.
5.5 Check motor and motor generator connections.
5.6 Change oil in motor bearings.
5.7 Change oil in marine type machine bearings.

5.8 Flush and change oil - geared machines.
5.9 Clean main line strainer screen.
5.10 Grease motor and motor generator bearings.
5.11 Grease deflector, overhead and compound sheave bearings - check fastenings.
5.12 Check armature and rotor clearances.
5.13 Check D.C. brake cores for wear
5.14 Drop brake shoes, clean and check wear.
5.15 Safety test - geared and gearless required by Florida State Code 1002.2 and 1002.3.
5.16 Buffer test - geared and gearless required by Florida State Code Test 1002.2 & 1002.3
5.17 Hydraulic pressure test - required by Florida State Code Test 1005.2.
5.18 Check insulation on travel cable
5.19 Clean down hoist way and check all fastenings on guides, brackets and entrances.
5.20 A complete and accurate record of work accomplished on each unit will be maintained and posted in each penthouse as accomplished. As a minimum, this record will show dates of routine lubrication and preventative maintenance, routine maintenance work and at least the initials of the mechanic performing the work. Also, information on dates, trouble and corrective action on all nonscheduled call backs will be shown, either chronologically within the routine record or as a separate section on trouble calls. This record will be maintained by the Contractor and shall be available to the County upon request.
5.21 All work shall normally be performed during a regular five-day forty-hour work week, however a capability to respond to emergency call backs on a 24-hour per day 7 day per week basis will required. These calls will be made strictly at County's option.

6.0 WORK EXCLUDED

6.1 Work will not include replacements or repairs necessitated by reasons of negligence, misuse or damage of the equipment by persons other than the Contractor's representatives and/or employees or damage resulting from any cause beyond the Contractor's reasonable control. County may, at its sole option, negotiate a price for and authorize the selected contractor to make required and necessary repairs.

6.2 Additional attachments or changes to equipment as may be recommended or directed by insurance companies, Federal, State, Municipal or other governmental authorities are not included under the terms of this contract. County may, at its sole option, negotiate a price for and authorize the selected contractor to make required and necessary repairs.

6.3 The repair, refinishing or replacement of the following are not included under the terms of the contract unless such becomes necessary through act of the Contractor's employees or as a result of malfunction of the primary elevator equipment: car interior and door panel finishes, hallway door finish panels, fuses and/or breakers serving cab lights and fans, underground piping, hydraulic jack cylinder outer casings and guide rail alignment. County may, at its sole option, negotiate a price for and authorize the selected contractor to make required and necessary repairs.

7.0 CONTRACTOR'S EMPLOYEES AND RESOURCES

7.1 The Contractor shall provide a qualified service technician fully trained in all aspects of preventative maintenance inspection services for the referenced elevators in accordance with the manufacturer maintenance requirements who is under his/her direct employment and supervision.

7.2 The Contractor shall employ a minimum of two (2) certified elevator mechanics. Each elevator mechanic shall have a minimum of five (5) years experience on similar equipment. These employees shall be paid, secured and are solely the responsibility of the Contractor.

7.3 The Contractor shall provide the capability for 24-hour per day, 7 days per week call back service in response to requests originated by authorized representatives of the County. Such response shall be within two (2) hours during normal working hours and 30 minutes for weekends, holidays and sooner, depending on the nature of the emergency.

7.4 During regular working hours, the Contractor's responsibility shall cover response to all trouble calls.

7.5 The Contractor shall provide a means of telephone contact (i.e. beeper, mobile home, etc.) on a 24-hour per day, 7 days a week basis for the purpose of receiving Emergency call backs and other messages. This may be by use of an answering service or by direct telephone contact with paging units carried by each of the Contractor's representatives.

8.0 MATERIALS

8.1 The Contractor shall provide promptly, all materials, parts, labor, tools, equipment, transportation, appliances and other

items necessary for the execution and completion of the work.

8.2 All materials furnished by the Contractor shall be new and both workmanship and materials shall meet manufacturer specifications. Replacement parts shall be parts manufactured for the service involved, as used by the companies furnishing the elevators and appliances. A substitute part must be approved by County Facilities Management Division prior to installation.

8.3 The Contractor shall maintain adequate, easily accessible and complete stocks of tools and spare parts as recommended by the elevator manufacturers and supply specialized lubricants and hydraulic fluids.

8.4 The Contractor shall maintain a supply of repair and replacement parts in inventory. This inventory will include, but is not limited to, generator rotating elements, door operator motors, brake switch contacts, solid state components, selector tapes, door hanger rollers and hoist way limit switches. Such spare landing and replacements parts will be kept in warehouse inventory. Contractor and/or employee should be completely familiar with the requirements within the contract and have said parts available to prevent lengthy shutdown time.

8.5 Contractor shall maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping cloths and other minor parts in each elevator mechanics service vehicle for the performance of routine preventative maintenance.

9.0 CLEANUP

9.1 The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of each phase of work, he/she shall remove from the premises all rubbish, tools, surplus materials and temporary facilities provided by him/her (not required to remain in the possession of the County) and leave buildings involved broom clean.

10.0 STATE OF FLORIDA ELEVATOR INSPECTION REPORTS

10.1 Shall be the responsibility of the elevator maintenance contractor. Inspection report forms prepared by the elevator maintenance contractor inspectors shall be issued as per the State of Florida guidelines and a copy will be given or sent to the Facilities Management Division, Alachua County.

10.2 Elevator contractor shall make all needed repairs and notify Alachua County Facilities Management in writing what the repairs were and dated when the repairs were completed.

10.3 Upon completion of the corrective action the contractor shall handle all paper work and or notifications as per the State of Florida requirements.

10.4 Contractor shall comply with Chapter 30 of the Florida Building Codes, ASME A17.1, ASME A90.1, ASME B20.1, A17.1 ALCN, ASME A17.3, ASME A18.1, and other regulations regarding maintenance of elevators including inspections.

11.0 ELEVATOR INVENTORY EQUIPMENT

11.1 **COUNTY COURTHOUSE** - 201 East University Avenue

No. of Elevators:	4
Make:	Dover traction
Model #:	
Elevator #1:	V3313C27667
Elevator #2	V3314C27668
Elevator #3:	V3315C27669
Capacity:	3500 lbs/en elevator
Elevator #4,	
Make:	Dover Hydro
Model #:	E-48142-T1465\
Capacity:	2000 lbs
Dumbwaiter	
Make:	Sedgwick
Model #:	24939
Capacity:	25 traction, 300 lb

Dumbwaiter
Make: Sedgwick
Model #: 24958
Capacity: 200 traction, 300 lbs

11.2 ADMINISTRATIVE BUILDING 12 SE 1st Street

No. of elevators: 2
Make: Otis
Model #: 05720 6500-B
05719 6500-A

Elevator 1: HUCT traction
Elevator 2: HUCT traction
Capacity: 3000 lbs on elevator

11.3 WILSON BUILDING

33 E. University Ave.
No. of elevators: 1
Make: Southeastern Machine hydro
Model #: 05249
Capacity: 2000 lbs

INITIAL HERE RL

11.4 COMMERCIAL HOTEL (Administration Building Annex)

116 South Main St.
No. of elevators: 1
Make: General hydro
Model #: 33229
Capacity: 2100 lbs

INITIAL HERE RL

11.5 ELEVATOR AT STATE ATTORNEY'S OFFICE 120 W University Ave.

No. of elevators: 1
Make: Dover Hydraulic Elevator Controls
Model #: E-33099
Serial #: DW19661
208 VAC 3 phase 60 cycle
Capacity: 3000 lbs

11.6 ELEVATOR AT MAIN STREET LEGAL CENTER 35 N. Main Street

No. of elevators: 1
Make: Mowrey
S/N #: 50151 6504
Capacity: 2500 lbs

11.7 CORRECTIONAL FACILITY 3333 N.E. 39th Ave.

No. of elevators: 2
No. of dumbwaiters: 1

Elevator #1
Make: Miami Elevator
Model #: EP80-25
S/N #: ED4543
State of Florida Reg. #: 46698 6505-B
Capacity: 2500 lbs

Elevator #2
Make: Miami Elevator
Model: EP80-25
S/N #: ED4544
State of Florida Reg. 46697 6505-A
Capacity 2500 lbs

Dumbwaiter
Make Miami Elevator
S/N #: 1052
State of Florida Reg 16699 6505-C
Capacity 100 lbs

11.8 ELEVATOR AT TAX COLLECTOR'S OFFICE (BUTLER PLAZA)
3207 SW 35th Blvd. Gainesville FL 32608

No. of Elevators	1
Make:	Thyssen Krupp
Model:	Hydraulic Passenger Elevator
S/N #:	93448
State of Florida Reg.	???
Capacity	???

ATTATCHEMENT B
11.0 ELEVATOR INVENTORY EQUIPMENT

11.1 COUNTY COURTHOUSE - 201 East University Avenue
No. of Elevators: 4
Make: Dover traction
Model #:
Elevator #1: V3313C27667
Elevator #2: V3314C27668
Elevator #3: V3315C27669
Capacity: 3500 lbs/ea elevator
Elevator #4:
Make: Dover Hydro
Model #: E-48142-T1465\
Capacity: 2000 lbs
Dumbwaiter
Make: Sedgwick
Model #: 24959
Capacity: 25 traction, 300 lb
Dumbwaiter
Make: Sedgwick
Model #: 24958
Capacity: 200 traction, 300 lbs

11.2 ADMINISTRATIVE BUILDING 12 SE 1st Street
No. of elevators: 2
Make: Otis
Model #: 05720
05719
Elevator 1: 11UCL traction
Elevator 2: 11UCL traction
Capacity: 2000 lbs/ea elevator

11.3 WILSON BUILDING
23 E. University Ave.
No. of elevators: 1
Make: Southeastern Machine hydro
Model # 05249
Capacity: 2000 lbs

11.4 COMMERCIAL HOTEL (Administration Building Annex)
116 South Main St.
No. of elevators: 1
Make: General hydro
Model #: 33229
Capacity: 2100 lbs

11.5 ELEVATOR AT STATE ATTORNEY'S OFFICE 120 W. University Ave.
No. of elevators: 1
Make: Dover Hydraulic Elevator Controls
Model #: E-35099
Serial #: DW19661
208 VAC 3 phase 60 cycle
Capacity: 3000 lbs

11.6 ELEVATOR AT MAIN STREET LEGAL CENTER 35 N. Main Street
No. of elevators: 1
Make: Mowrey
S/N #: 50151
Capacity: 2500 lbs

11.7 CORRECTIONAL FACILITY 3333 N.E. 39th Ave.
No. of elevators: 2
No. of dumbwaiters: 1
Elevator #1
Make: Miami Elevator
Model #: EP80-25
S/N #: ED4543
State of Florida Reg. #: 46698
Capacity: 2500 lbs
Elevator #2
Make: Miami Elevator
Model: EP80-25
S/N #: ED4544
State of Florida Reg.: 46697
Capacity: 2500 lbs
Dumbwaiter
Make: Miami Elevator
S/N #: 4052
State of Florida Reg.: 46699
Capacity: 300 lbs

11.8 ELEVATOR AT TAX COLLECTOR'S OFFICE (BUTLER PLAZA)
3207 SW 35th Blvd, Gainesville, FL 32608
No. of Elevators 1
Make: Thyssen Krupp
Model: Hydraulic Passenger Elevator
S/N #: 93448
State of Florida Reg.: ???
Capacity: ???

#6897

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

MEMORANDUM

To: Diane Smith
Environmental Protection Department

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010**

Attached please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet for your files.

CREATIVE RECYCLING, INC.
Second Amendment to the Agreement for E-Scrap Disposal Services
Term: October 1, 2010 – September 30, 2011
Amount: Rate Based ($32,000-FY11 Budget)
Account: 401-5541-537.31-93

Please forward the original document to the vendor and keep a copy for your files. Your encumbrance number is enclosed. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@co.alachuacounty.us ■ Home Page: www.co.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Agreement Between Alachua County and Creative Recycling Systems, Inc. for E-Scrap Disposal Services**

DEPARTMENT:	RETURN TO:	CONTACT:
Environmental Protection	Diane Smith	Diane M. Smith Phone: 264-6808

DOCUMENT(S) REQUIRING ACTION:		AMOUNT:
	Agreement Between Alachua County and Creative Recycling Systems, Inc.	$32,000 (FY11 Budget)

EXECUTIVE SUMMARY: This item requests approval of an Agreement with Creative Recycling Systems, Inc. for E-Scrap Disposal Services at the Household Hazardous Waste Collection Center and at mobile electronics collection events.

BACKGROUND: This Agreement between Alachua County and Creative Recycling Systems provides services to transport, de-manufacture, and recycle End-of-Life (EOL) electronics which are received by the County from residents or businesses through electronics collection programs. Alachua County's current contract with this vendor ends on September 30, 2010. This is a one year contract for the period of October 1, 2010 through September 30, 2011.

This is a unit price agreement and the total costs to the County will vary with the amount and type of EOL electronics collected by the County. The estimated cost of this contract in FY 2011 will be $32,000.00.

ISSUES: Approval of this contract will allow proper disposal of EOL electronics collected by Alachua County.

ACTION

Recommendation: Approve the Agreement with Creative Recycling Systems, Inc., for E-Scrap Disposal Services for the period of October 1, 2010 to September 30, 2011.

BUDGETARY IMPACT

Recommendation:	Approve Agreement; $32,000 was included in the FY11 budget.
Funding Sources:	Waste Management Assessment – Hazardous Waste Collection
Associated Costs	None
Account Code:	401-5541-537.31-93

ATTACHMENTS:	Agreement Between Alachua County and Creative Recycling Systems, Inc. for E-Scrap Disposal Services (2 originals)
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					8/30/10

RECEIV
AUG 2010

SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND CREATIVE RECYCLING SYSTEMS, INCORPORATED FOR E-SCRAP DISPOSAL SERVICES

THIS SECOND AMENDMENT made and entered into this 30th day of August, 2010 by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Creative Recycling Systems, Inc., doing business at 8108 Krauss Blvd., Tampa, FL 33619 hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated October 22, 2008 for the provision to transport, de-manufacture and recycle End-Of-Life (EOL) electronics that are received by the County from residents or businesses through electronics collection programs; and

WHEREAS, the agreement was amended by the First Amendment, dated October 8, 2009 to extend the term of the agreement until September 30, 2010, and,

WHEREAS, the parties wish to amend the agreement,

NOW THEREFORE, the parties hereby agree to amend the October 22, 2008 Agreement as follows:

A. Section 1, ***Term*** is amended in its entirety to read:

1. **Term.** This Agreement is effective for one (1) year beginning October 1, 2010 and continuing through September 30, 2011 unless amended or terminated as provided herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This Second Amendment shall take effect upon the expiration of the Agreement to Amendment currently in effect under the same terms and specifications

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: _____

Print: B. Diesselhorst

Title: VP of Marketing

Creative Recycling, Inc

By: _____

Print: James Kristof

Title: VP, Sales & Procurement

#6046

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 12, 2009

MEMORANDUM

To: Wade Gillingham, Risk Manager
Administrative Services/Risk Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 30, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. A copy of your Green Sheet is attached.

APEX MANAGEMENT GROUP
Fifth Amendment to the Agreement for Actuarial and Cost Allocation Services
Term: October 1, 2010 until terminated
Amount: $25,000.00 Annually Account: 501

Please forward this document to the vendor and keep a copy for your files. Also attached is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Professional Services Contract for Actuarial Services		
DEPARTMENT:	RETURN TO	CONTACT:	Wade Gillingham
Administrative Services/RM	Wade Gillingham	PHONE	374-5297
DOCUMENT(S) REQUIRING ACTION:	Fifth Amendment to Agreement	AMOUNT:	$25,000

EXECUTIVE SUMMARY: APEX provides actuarial reserve analysis and cost of risk reports annually for the Self Insured (501 Fund) Property and Casualty programs and required by Ordinance.

BACKGROUND: As required by the County's Self Insurance Ordinance, actuarial verification of the financial stability of the program is performed annually by an outside actuarial firm. An agreement between APEX Management Group, a division of Gallagher Benefits Services, Inc. to provide these services, was reached in 2005 with an option to renew annually.

ISSUES: Continuation of annual actuarial analysis of the 501 Self Insurance program.

ACTION

Recommendation: Approve and sign the Fifth extension of agreement for services.

BUDGETARY IMPACT

Recommendation: $25,000

Funding Sources: 501-

Associated Costs

Account Code:

ATTACHMENTS: Fifth Amendment

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
		(B		RHL	8/31/10

FIFTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS AND
APEX MANAGEMENT GROUP
FOR
ACTUARIAL AND COST ALLOCATION SERVICES

THIS ~~FORTH~~ FIFTH AMENDMENT TO AGEEMENT, made and entered into this 30th day of September, A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and APEX Management Group, a division of Gallagher Benefits Services, Inc. , hereinafter referred to as "Agency":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated July 1, 2005 for Actuarial and Cost Allocations Services, and,

WHEREAS, the parties wish to amend the agreement:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree to amend the July 1, 2005 agreement as follows:

Section 1. Term.

This Agreement shall be in effect beginning October 1, 2010 and shall continue until terminated as provided herein.

Save and except as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated July 19, 2005, shall be and remain if full force and effect.

IN WITNESS WHEREOF, the parties have caused this ~~Forth~~ Fifth Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall H. Reid
County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

APEX Management Group

_____

#7405

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 6, 2010

M E M O R A N D U M

To: Rick Drummond
Assistant County Manager

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 17, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

JBF OF GAINESVILLE
License Agreement for use of Alachua County Fairgrounds
Term: September 20, 2010 – September 25, 2010
Amount: $3,300.00 Facility Fee
$ -0- Refundable Deposit
Account: 128-4505-362.20-00 License Fee
~~**128-0000-220.80-00 Deposit**~~

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI License Agreement for JBF of Gainesville use of Alachua County Fairgrounds.

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
CMO	Richard Drummond	**PHONE** 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $3300 – Rental Fee**

EXECUTIVE SUMMARY: JBF of Gainesville is a for profit organization requesting to use the exhibition building and parking lot for a sale of gently used children's & maternity items to be held on September 20-25, 2010 at the Alachua County Fairgrounds.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

ACTION

Recommendation: Approve JBF of Gainesville's use of the Alachua County Exhibition Building and Parking lot for a sale of gently used children's & Maternity items at the Alachua County Fairgrounds.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for JBF of Gainesville for use of the Alachua County Fairgrounds.

Funding Sources: **Fairgrounds Management Fund 128**

Associated Costs None.

Account Code: 128-4505-362-20-00 Leasing Fee

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
8/31/10					9/17/10

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 30th day of August, 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Just Between Friends ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at _____; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $3300.00 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

14. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

WITNESS:

Rhonda Baxter

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: Jennifer Pruitt

Print: Jennifer Pruitt

Title: Owner

NOTARY

Dated this 30th day of August, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30th day of August, 2010, by Jennifer Pruitt, who is personally known to me/ produced FLDL P630-436-69-850-0 as identification.

_____
Notary Public, State of Florida at Large
My Commission expires: 10-26-10

JENNY SLOAN
Notary Public - State of Florida
My Comm. Expires Oct 26, 2010
Commission # DD 945218

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Jennifer Pruitt **DATE** 8/30/10

ORGANIZATION/COMPANY Just Between Friends ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS 22010 NW CR 236 **CITY** High Spgs

STATE FL **ZIP** 32643 **TELEPHONE** (352) 494-6229

EVENT DETAILS

Event Dates PUBLIC DATES 9/20-9/25/10 Event Type Children's & Maternity Consignment Sales Event

Please provide contact information for event details:
Name: Jennifer Pruitt
Phone Number: 352-494-6229

Are you a non-profit? Yes _____ No ✓

Event Description (sufficient to determine the potential impact to the facility and security needs):
Consignment Sales of children's clothing, toys, books, baby equipment, etc.

Unsold Donated items go to Children's Home Society of Florida.

FACILITIES REQUESTED

✓ EXHIBITION BUILDING & PARKING LOT
_____ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes____	No ✓
Will the activity be open to the public?	Yes ✓	No____
Will admission be charged?	Yes ✓	No____ FIRST DAY ONLY

Will there be special equipment or use of any hazardous materials? Yes____ No ✓

The number of participants that will attend 750-1500 over 6 days
The number of staff members that will be on hand 5-10/day

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	$ 850.00 per day $1,550.00 week-end
GROUNDS AND POLE BARN Ample parking included.	$ 700.00 per day $1,000.00 week-end
BUILDING, POLE BARN & GROUND Ample parking included.	$1,550.00 per day $2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

RENTAL AMOUNT

Facility Fee $3300.00

Miscellaneous _____ Damage Deposit _____

Total Rental $3300.00

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

    a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
    b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all

necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged $40.00 per check.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT, PAGE 4, TO COMPLETE YOUR APPLICATION.

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE 10090901

DATE(MM/DD/YYYY): 08/28/2009

PRODUCER
K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Gainesville Consignments, Inc.
DBA: Just Between Friends of Gainesville
22010 NW County Road 236
High Springs, FL 32643
A Member of the Sports, Leisure & Entertainment RPG

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Mutual Insurance Company	23787
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OF OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	6BRPG0000004686400	09/28/09 12:01 AM	10/06/09 12:01 AM	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$3,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS COMP/OP AGG	$1,000,000
						PROFESSIONAL LIABILITY	
						LEGAL LIAB TO PARTICIPANTS	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
		[ ] ANY AUTO				BODILY INJURY (Per person)	
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		[X] Not provided while in Hawaii					
		GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	
		[ ] DEDUCTIBLE					
		[ ] RETENTION $					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		MEDICAL PAYMENTS FOR PARTICIPANTS				PRIMARY MEDICAL	
						EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Event: Children & Maternity Consignment Sales Event Event Location: Alachua County Fairgrounds Attendance: 0-1,500 CL# 69
The Certificate Holder is added as an Additional Insured, but only as respect to the liability arising out of the operations of the Named Insured.

CERTIFICATE HOLDER

Alachua County Board of County Commissioners
c/o Risk Management
PO Box 1467
Gainesville, FL 32602
Owner/Manager/Lessor of Premises

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

Authorized Representative Tim McGee

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

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#7406

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administratorr*

October 6, 2010

M E M O R A N D U M

To: Wade Gillingham, Risk Manager
Administrative Services/Risk Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager**
September 15, 2010

Enclosed please find one original of the document referenced below which was approved by the County Manger on the date referenced above. Also attached is a copy of the Green Sheet.

WHITE SYSTEMS, INC.
Preventive Maintenance Agreement for the White power file in Risk Management
Term: October 1, 2010 – September 30, 2011
Amount: $1,825.00 Annually Account: 501-1853-513.46-30

Please forward the document to the vendor and keep a copy for your files. Also attached is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

#7406

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Annual maintenance agreement on a White power file in the Risk Management Office		
DEPARTMENT:	RETURN TO	CONTACT:	Denise Bastanzi
Admin. Services	Denise Bastanzi	PHONE	4580
DOCUMENT(S) REQUIRING ACTION:	Preventative Maintenance Agreement with White Systems	AMOUNT:	$1,825.00

EXECUTIVE SUMMARY: Annual maintenance agreement for the White power file in the Risk Management Office.

BACKGROUND: The Risk Management Office uses an electronic filing system for maintaining employee medical and workers compensation records. This power file has been under a maintenance agreement with FBS Business Systems for the past several years. Effective October 1, 2010, FBS will no longer maintain this system. Staff has negotiated a new maintenance agreement with the manufacturer of the system effective October 1, 2010.

ISSUES: N/A

ACTION

Recommendation: Approve the maintenance agreement with White Systems for the power file in the Risk Management Office.

BUDGETARY IMPACT

Recommendation:	Approve the annual maintenance agreement with White Systems in the amount of $1,825.00.
Funding Sources:	**Self Insurance Fund – Risk Management**
Associated Costs	None
Account Code:	501-1853-513.46-30 ($2,000 is budgeted in FY 11)

ATTACHMENTS:	2 originals of the preventative maintenance agreement with White Systems
SUGGESTED REFERENCE MATERIAL:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
			R	RAL	9/15/10

Preventative Maintenance Agreement

AGREEMENT made this **16th day of July 2010** by and between **White Systems, Inc.**, a New Jersey Corporation having its principal office at 400 Kidd's Hill Road Hyannis MA 02601 ("White") and **Alachua County Board of County Commissioners,** with offices at **PO Box 1467, Gainesville, FL 32602-1467** (Customer).

Subject to the terms and conditions set forth on the attached hereto, White agrees to provide maintenance services with respect to the equipment specified below, located at the customer site identified below, for a period beginning on **a mutually agreed upon date and continuing until one full year afterward.**

EQUIPMENT SPECIFICATION

PRODUCT(s)	QUANTITY	SERIAL #(s)	DATE OF SHIPMENT	MAXIMUM RESPONSE TIME
2000 Power File	1	08025A/WOSP		NBH 24 Hrs

Total:

Total: (Exclusive of taxes) $ 1825.00

PM Visits Per Contract Term: Two (2) During normal Business Hours. Quote valid for 30 days

Payment Terms: **Due upon receipt of invoice**

INSTALLATION SPECIFICATIONS

STREET ADDRESS: Administration Building 3rd Floor, 12 Southeast 1st Street

CITY, STATE, ZIP CODE: Gainesville, FL 32602

CUSTOMER CONTACT/PHONE NUMBER: Denise Bastanzi (352) 491-4580

CUSTOMER ACCEPTANCE	WHITE ACCEPTANCE
Alachua County Board of County Commissioners	White Systems, Inc.
CUSTOMER NAME	
BY: (Authorized Signature) DATE	Peter Mahoney 7/22/2010 BY: (Authorized Signature) DATE
Randall H. Reid County Manager	Peter Mahoney, Manager Contract Services
PRINTED SIGNATURE NAME TITLE	PRINTED SIGNATURE NAME TITLE
dob@alachuacounty.us	pmahoney@Whitesystems.com
EMAIL ADDRESS	EMAIL ADDRESS

ENCUMBRANCE
~~PURCHASE ORDER~~ NUMBER:
110656

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

White Systems, Inc
400 Kidd's Hill Road Hyannis, MA 02601
Tel 508-771-9400 Fax 508-790-1961
pmahoney@whitesystems.com

White SYSTEMS

PREVENTIVE MAINTENANCE AGREEMENT
TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE
This agreement covers both the labor and travel for lubrication, adjustments, adjustments, and cleaning as necessitated by normal use of the equipment except as hereinafter provided. As specified on the attached hereto, a total of two (2) or four (4) Preventive Maintenance visits will be made during the term of this agreement. Damage to the equipment or its parts arising out of misuse, abuse, negligence, disaster, damage from the elements or causes beyond White's control are not covered. In addition, White may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by White, or if parts, accessories or components not authorized by White are fitted to the equipment or if the equipment is not operated in accordance with the purposes and within the specifications for which it was originally intended.

2. MAINTENANCE VISITS
Preventive Maintenance calls under this agreement will be made during normal business hours (8:30 a.m. - 5:00 p.m.) at the installation address shown on the attached hereto. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

3. EXTENT OF LABOR SERVICES
Labor performed during a Preventive Maintenance visit includes lubrication, cleaning and adjustments of the equipment.

4. REPAIR AND REPLACEMENT OF PARTS
Any and all repairs including, labor, travel and replacement parts will require a separate Purchase Order be issued prior to dispatching service personnel.

5. TERMS
This agreement shall become effective upon signed acceptance by White as provided on the attached hereto and shall continue for one full calendar year or as otherwise stipulated on the attached hereto.

6. CHARGES
The initial annual charge for maintenance under this agreement shall be the amount set forth on the attached hereto. Coverage renews immediately upon expiration of previous contract, unless White Systems Inc. is notified otherwise. ~~If payment is not received within 7 days of the agreed upon payment terms, the contract may be considered null and void and White Systems Inc. reserves the right to change the price and terms of the contract.~~ If a lapse in contract coverage occurs, all repairs, parts, preventive maintenance etc. performed after the previous contract expiration date will be a billable charge paid by the customer at the time services are rendered or goods received. Customer understands that alterations, attachments, specification changes, or special billing arrangements may require an increase in maintenance charges and agrees to pay such charges promptly when due. To be exempt from tax, eligible customers must provide a copy of a tax certificate. Payment will be made in accord with Ch. 218, F.S.

7. BREACH OF DEFAULT
If the customer does not pay all charges for maintenance or parts, as provided hereunder, promptly when due: (1) White may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis as published rates and (2) ~~the customer agrees to pay White's costs and expenses of collection including, but not limited to, the maximum attorney's fee permitted by law.~~

8. NO WARRANTY
Other than the obligations set forth herein, WHITE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANT ABILITY, FITNESS FOR USE, OR FITNESS FOR PARTICULAR PURPOSE. WHITE SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

9. MISCELLANEOUS
This agreement shall be governed by and construed according to the laws of the State of New Jersey, without any effect to the choice of law principles thereof. This constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of White and the customer.

10. BEYOND OUR CONTROL
Due to the possibility of military and/or other action being undertaken by the United States of America and/or its allies, we will not be responsible for any delay and/or any other inability to meet any contractual obligation which may arise directly or indirectly as result of any such military and/or other action or of any consequences resulting from it or the reaction thereto.

I have read and accept the terms and conditions of this contract.

Signature

PREVENTIVE MAINTENANCE AGREEMENT

CUSTOMER UPDATE

In this dynamic world with changes in company status, mergers, etc., we would like to have the most current and accurate information about your company in our database, please take a moment to complete the following requests. State your company name, as you would like it to be addressed. Thank you.

COMPANY NAME	Alachua County Board of County Commissioners
CONTRACT #	
COMPANY ADDRESS	Risk Management Division
	P.O. Box 1467, Gainesville, Fl. 32602-1467 - (billing)
	12 S.E. 1st Street, 3rd Floor, Gainesville, Fl. 32601 - (physical)
CONTACT FOR SUPPORT AGREEMENT	Alice Pina
TELEPHONE#	(352) 374-5297
FAX #	(352) 381-0168
E-MAIL ADDRESS	apina@alachua.us
CONTACT FOR SERVICE	Alice Pina
TELEPHONE #	(352) 374-5297
FAX #	(352) 381-0168
E-MAIL ADDRESS	apina@alachua.us
PURCHASING DEPT CONTACT	N/A
TELEPHONE #	N/A
FAX #	N/A
E- MAIL ADDRESS	N/A

White Systems, Inc. prides itself with providing the best possible service to all of our customers. Please let us know how you feel about the service we provide and what we can do to you a more satisfied customer.

Return this form to the attention of Peter Mahoney, Manager Contract Services, CSS Department.

White SYSTEMS

BANKING INFORMATION

REMITTANCE ADDRESS:

White Systems, Inc.
400 Kidds Hill Road.
Hyannis, Mass 02601

OVERNITE COURIER-ADDRESS OUTER COURIER ENVELOPE TO:

White Systems, Inc.
400 Kidds Hill Road.
Hyannis, Mass 02601

WIRE/ELECTRONICS FUNDS TRANSFER:

TD BANKNORTH
ABA#211370545

White Systems, Inc.
Account #8244344416

Phone: 508-771- 9400 Fax: 508-790-1961 www.whitesystems.com

#7392

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 30, 2010

M E M O R A N D U M

To: TJ Joyner
Fire/Rescue Services

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

MEDTRONIC PHYSIO-CONTROL
Agreement for maintenance and service coverage on medical equipment for Fire Rescue
Term: October 1, 2010 – September 30, 2011
Amount: $7,134.00 Account: 001-5450-526.46-30

Please forward the document to the vendor and keep a copy for your file. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Technical Service Support Agreement between Alachua County and Medtronic Physio-Control**

DEPARTMENT:	RETURN TO	CONTACT:	PHONE #:
Public Safety	TJ Joyner	**TJ Joyner**	**384-3126**

DOCUMENT(S) REQUIRING ACTION:	AMOUNT:
(1) Technical Service Agreement (2 originals) **(2) Addendum (2 copies)**	**$7,134.00**

EXECUTIVE SUMMARY:

Each year the Department of Public Safety maintains a maintenance and service agreement to cover all medical equipment purchased through Medtronic Physio-Control.

BACKGROUND:

This is a Technical Service Support Agreement between Alachua County and Medtronic Physio-Control which provides maintenance and service coverage on seventeen (17) LifePak 500 AED's located in the Department of Public Safety. Technical Service Support Agreement will be for a period of effective from October 1, 2010, through September 30, 2011. The annual cost of this maintenance and service agreement is $7,134.00.

ISSUES:

All medical equipment should be covered under a maintenance agreement to provide for repair and service needs. This ensures all critical medical equipment is functioning properly, and extends the useful life of the equipment.

ACTION

Recommendation: Approve Technical Service Support Agreement

(Vendor Copy and Customer Copy)

BUDGETARY IMPACT

Recommendation:	Approve payment of $7,134.00 for medical equipment maintenance and repairs.
Funding Sources:	Public Safety - Emergency Medical Services Fund
Associated Costs	N/A
Account Code:	001-5450-526.46-30

ATTACHMENTS: Technical Service Support Agreement (2) and Addendum (2)

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					8/30/10

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 02426801
ALACHUA CO BRD OF COMMISSION
913 SE 5TH STREET
GAINESVILLE, FL 32601

Bill To # 02426806
ALACHUA CO BRD OF COMMISSION
P.O. BOX 548
GAINESVILLE, FL 32602

This Technical Service Support Agreement begins on 10/1/2010 and expires on 9/30/2011.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is $7,134.00 per term, payable in Annual installments.

Special Terms

NONE

Accepted: Physio-Control, Inc.

By: Tracy Rogers

Title: Contract Analyst

Date: 7/29/10

Customer:

By:

Print: Randall H. Reid

Title: County Manager

Date: 8/30/2010

Purchase Order Number: 110621

Territory Rep: EAVV58
Ernest Gray
Phone: 800-442-1142 x2516
FAX: 800-442-1320

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

Customer Contact:
TJ Joyner
Phone: 352-384-3126
FAX: 352-384-3136

Reference Number: V58-1262
Printed: 7/29/2010

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS
Physio-Control, Inc.'s ("Physio-Control") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

REPAIR SERVICES
If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

INSPECTION SERVICES
If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION
Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS
If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

EXCLUSIONS
This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

SCHEDULE SERVICES
Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

PAYMENT
The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

DELAYS

Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

MISCELLANEOUS

a) Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
b) This Technical Service Support Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
c) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to the enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

.....

.....END.....

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Ernest Gray, EAVV58
District: GULF COAST
Phone: 800-442-1142 x2516
FAX: 800-772-3340

Equipment Location: ALACHUA CO BRD OF COMMISSION, 02426801
913 SE 5TH STREET
GAINESVILLE, FL 32601

Scope Of Service On Site Repair Only: M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3005400-000057	13337384	1	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000057	13337385	2	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000057	13337387	3	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622283	4	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622297	5	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622300	6	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622301	7	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622304	8	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622311	9	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622320	10	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622321	11	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622323	12	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622345	13	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622348	14	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622349	15	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	1622352	16	10/1/2010	9/30/2011	0
LIFEPAK® 500	3005400-000	2167216	17	10/1/2010	9/30/2011	0

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 500 AED

- Repair coverage for Physio-Control® QUIK-COMBO™ Patient Simulators included.
- Repairs to Physio-Control Lifepak AED Trainers are excluded.
- Case Changes are excluded.
- Defibrillation and Communications cables are excluded.
- External Modems are excluded.
- Battery chargers are included and shall be exchanged up to one battery charger per Lifepak 500 automatic advisory defibrillator (listed on Schedule A) as determined necessary by Physio-Control.
- Discounts may not be combined with any other special terms, discounts and/or promotions.

Physio-Control® Battery Pak

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the LIFEPAK 500 AED Operating Instructions. Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).

- If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 3 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Paks every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 3 years (including prior Support Plan periods) per LIFEPAK® 500 automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.

- Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

ADDENDUM TO TECHNICAL SERVICES SUPPORT AGREEMENT WITH MEDTRONIC/PHYSIO CONTROL

Regardless of conflicting language elsewhere in this agreement, the parties agree to the following terms and conditions.

I. Nothing herein shall be construed to be a waiver of the Counties rights under Chapter 768.28 Florida Statues.

II. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Florida Prompt Payment Act") and the Alachua County Prompt Payment Procedure. (Available at http://www.co.alachua.fl.us/gov/dept/adminservices/purchasing/)

III. Any reimbursement for travel expenses under this agreement will be paid in accordance with Chapter 112.061 Florida Statutes

ALACHUA COUNTY, FLORIDA

Rhaela Baxter
Witness to Mr. Reid

Randall H. Reid, County Manager

Approved as to Form

Alachua County Attorney

MEDTRONIC/PHYSIO CONTROL

By: ✓ Tracy Rogers
signature

Title: ✓ Tracy Rogers Contract Analyst
Print Name and Title

ATTEST (by Corporate Officer)

By: ✓
signature

Title: ✓ TRACI S. JUBERGER
Print Name and Title
VICE PRESIDENT & SECRETARY
PHYSIO-CONTROL, INC.

#6831

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

MEMORANDUM

To: Jacqueline Chung
Equal Opportunity Division

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 17, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager. Also attached is a copy of the Green Sheet.

NATIONAL CAPTIONING INSTITUTE

Fourth Amendment to the Agreement for the provision of closed captioning services for certain meetings in the public interest.
Term: October 1, 2010 – September 30, 2011
Amount: Rate Based **Account: 001-1811-513.31-93**
$30,000.00 Not to Exceed Budget

Please forward the document to the vendor and keep a copy for your files. Also enclosed is your encumbrance number. Thank you for your assistance.

Enclosures

cc: F&A
Purchasing
File

JDJ/jcp

#6831

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Fourth amendment to the contract between Alachua County and National Captioning Institute (NCI) to provide closed captioning services for televised meetings of the Alachua County Board of County Commissioners from October 1, 2010 through September 30, 2011	
DEPARTMENT: Administrative Services	**RETURN TO** Jacqueline Chung, Equal Opportunity Manager	**CONTACT:** Jacqueline Chung **PHONE** 264-6955
DOCUMENT(S) REQUIRING ACTION:	Fourth amendment to the contract with National Captioning Institute for closed captioning services	**AMOUNT:** Not to Exceed Budget of ~~$41,178~~ $39,000 JAC

EXECUTIVE SUMMARY: For FY 11, National Captioning Institute has reduced the rate per hour from $65 to $60 for hours scheduled but not captioned, with less than twenty four (24) hours notice. All other terms and conditions will remain the same.

BACKGROUND: Alachua County entered into an agreement with National Captioning Institute on July 10, 2008 for closed captioning services of County Commission meetings. Prior to this amendment, there were three other amendments on July 28, 2008, September 24, 2008, and May 13, 2009.

This fourth amendment reduces the per hour rate from $65 to $60 for hours that County staff schedule with NCI, but due to various reasons have to cancel their services less than 24 hours prior to the meeting .

ISSUES: None

ACTION

Recommendation: Approve the fourth amendment with National Captioning Institute reducing the hourly rate from $65 to $60 for hours scheduled, but not captioned.

BUDGETARY IMPACT

Recommendation: Approve the fourth amendment with National Captioning Institute reducing the hourly rate from $65 to $60 for hours scheduled, but not captioned.

Funding Sources: General Fund – Administrative Services – Equal Opportunity Division

Associated Costs Not to exceed FY 11 budget of ~~$41,178~~ $39,000 JAC

Account Code: 001-1811-513.31-93

ATTACHMENTS: Two original documents – fourth amendment to the contract with National Captioning Institute

SUGGESTED REFERENCE MATERIAL: None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
JAC					8/17/10

FOURTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
NATIONAL CAPTIONING INSTITUTE
FOR THE PROVISION OF CLOSED CAPTIONING SERVICES

THIS FOURTH AMENDMENT TO THE AGREEMENT, made and entered into this 17th day of August, 2010 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and NATIONAL CAPTIONING INSTITUTE, hereinafter referred to as "CONTRACTOR":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated July 10, 2008, for the provision of CLOSED CAPTIONING SERVICES, a first amendment dated July 17, 2008, second amendment dated September 24, 2008 and, third amendment dated May 13, 2009, and

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the original agreement dated July 10, 2008 as follows:

A. Section 4 A. Method of Payment, is amended in its entirety to read:

4. Method of Payment – For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

A. For the period beginning October 1, 2010 through September 30, 2011, Contractor will be paid at a rate of one hundred seventeen dollars ($117.00) per hour, prorated on the quarter hour. Sixty dollars ($60.00) per hour for hours scheduled but not captioned, with less than twenty four (24) hours notice.

B. This fourth amendment shall take effect upon expiration of the Agreement, as amended, currently in effect at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement dated July 10, 2008, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to the Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager
Board of County Commissioners

APPROVED AS TO FORM

_____
Witness to County Manager

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: _____
Print: Marc Olerand
Title: Corporate Secretary

VENDOR

By: _____
Print: Jay Feinberg
Title: Director, Marketing Services

#7398

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

MEMORANDUM

To: Allen Torres
Information/Telecommunications Services

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 17, 2010**

Attached please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

ENSOURCE, INC.
Maintenance Service Agreement for Aastra & Avaya telephone systems
Term: October 1, 2010 – September 30, 2011
Amount: $35,862.00 Account: 504-1601-519.46-30

Please forward the document to the vendor and keep a copy for your files. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: F&A
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Ensource Maintenance Service Agreement**

DEPARTMENT:	RETURN TO	CONTACT: Allen Torres
ITS	Allen Torres	PHONE 338-7328

DOCUMENT(S) REQUIRING ACTION: Ensource Maintenance Service Agreement	AMOUNT: $35,862

EXECUTIVE SUMMARY:

This service agreement with Ensource Inc. will provide hardware and software maintenance for the County's Aastra and Avaya telephone systems for a period of one year beginning October 1st, 2010.

BACKGROUND:

ITS is renewing the maintenance agreement with Ensource Inc. to maintain the County's telephone systems for an additional one year period.

ISSUES:

This service agreement will include the new Avaya telephone system installed at Public Works.

ACTION

Recommendation: Sign maintenance service agreement.

BUDGETARY IMPACT

Recommendation:	Funding for this agreement is budgeted for in the ITS Telephone fund for FY10/11.
Funding Sources:	ITS Telephone Fund
Associated Costs	N/A
Account Code:	504-1601-519.46-30

ATTACHMENTS: Ensource Maintenance Service Agreement

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					9/17/10

MAINTENANCE SERVICE AGREEMENT

This agreement is entered into this 7th day of September, 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" or "Customer" and Ensource, Inc., (hereinafter "Contractor"), a Florida Corporation, federal employer ID# 65-0710546, with its principal office located at 7970 Bayberry Road, Suite #5, Jacksonville, Florida 32256.

WITNESSETH

WHEREAS, Customer owns one Intecom-Aastra E-Point Span system, one Avaya CM system and multiple UPS systems as described in Exhibit A (hereinafter "equipment") and desires Ensource to provide software and hardware support, identified more fully on Exhibit A, and;

WHEREAS, Customer desires Ensource to provide defective parts replacement coverage for the equipment (hereinafter "parts") and;

WHEREAS, Customer desires Ensource to provide onsite technical and remote technical support, and

WHEREAS, Ensource is in the general business of providing defective parts replacement coverage and onsite technical support;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Recitals Incorporated –** The above recitals are true and correct and are incorporated herein.

2. **Term** - This agreement is effective beginning October 1, 2010 and continuing through September 30th, 2011 unless earlier terminated as provided herein..

3. **Duties of the Contractor** - The Contractor shall have and perform the following duties, obligations, and responsibilities to the County: **see Attachment A.**

4. **Representations and Warranties** - By executing this agreement, the Contractor makes the following express representations and warranties:

a. The Contractor is a professional qualified to perform the services described.

b. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

c. The Contractor acknowledges that the County's review of the work

performed in no way diminishes the Contractor's warranty pertaining to the work performed.

5. **Method of Payment** - For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

a. The Contractor shall be paid the sum of $35,862, allocated in the following manner: Quarterly payments of $8,965.50.

For a yearly fee of thirty five thousand eight hundred sixty two dollars ($35,862), Ensource will provide defective parts replacement coverage, remote monitoring, remote and onsite technical support and software support for the equipment identified in Exhibit A

b. As a condition precedent for any payment, the Contractor shall submit quarterly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Information and Telecommunication Services
26 NE 1st Street
Gainesville, FL 32601

with a copy mailed to:

J. K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
Attn: Finance and Accounting]

c. The County shall make payment to the Contractor, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the

following address:

Contractor
address

d. No other Reimbursable expenses will be paid by the County to the Contractor under this agreement for the following services or costs outlined below. Travel will be reimbursed in accordance with section 112.061, FS. The Contractor will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

6. **Duties and Representations of the County** - The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

a. As of the effective date of this agreement, Customer warrants that all equipment and its parts, including Intecom digital telephone, are in good working order and that no repairs or replacements are required or requested. Ensource reserves the right, and as a condition precedent to the execution of this agreement, may, at the sole option of Ensource, conduct a site survey to assure the proper working condition of all Equipment to be covered under this agreement before its commencement. Customer agrees to make all Equipment conveniently available to Ensource at the time of the survey. Customer shall correct all deficiencies at Customer expense, before the commencement of this agreement.

b. Customer shall be responsible for room standards in accordance with the site specifications of the manufacturer, or for room standards typical of computer room environments of other manufacturers, if the equipment manufacturer's site specifications are not published or available. Customer shall be responsible for maintaining the equipment in good working order, by properly trained and competent technicians.

c.

d. Customer shall be responsible to provide remote and on site maintenance access and interface capability, all at Customer expense.

e.

f. Customer shall provide access to all parts and spare parts to the Ensource Technician at all times during the term and all renewal terms of this agreement.

g.

h. If Customer desires pager use by Ensource technicians, Customer shall provide the pager and service, etc., all at Customer expense.

i.

j. Where Ensource provides spare parts or telephones at any Customer site and/or location, Customer shall provide, at Customer expense, at each such site and/or location, convenient, secure and lockable storage space and cabinetry in which Ensource spares will be stored, with access limited only to Ensource.

7. **Personnel** - The Contractor will assign only qualified personnel to perform any service concerning this agreement.

8. **Notice** - Except as otherwise provided in this agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County: Allen Torres
IT Security and Telecom Manager
ITS Dept
26 NE First Street
Gainesville, FL 32601

Contractor: Ben Hill
Ensource, Inc.
7970 Bayberry Road, Suite #5
Jacksonville, Florida 32256

A copy of any notice, request or approval to the County must also be sent to:

Contracts Coordinator
Office of Management and Budget
105 SE First Avenue, Suite 6
Gainesville, FL 32601

J.K. "Buddy " Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

9. **Default and Termination** - The failure of the Contractor to comply with any provision of this agreement will place the Contractor in default. Prior to terminating the agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The ITS Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

Regardless of other provisions of this contract, County, by written notice to the Contractor, may terminate the agreement in whole or in part when the County determines in its sole discretion that it is in the County's interest to do so. The Contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to

recover any cancellation charges or lost profits. The County Manager is authorized to provide written notice of termination on behalf of the County.

In the event of termination of this agreement, any future parts or services provided to Customer by Ensource shall be charged at Ensource's then-current time and materials rates.

If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

10. **Project Records**. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the Customer for inspection and copying, upon written request by the Customer, all records in Contractor's possession relating to the contract. Additionally, the Contractor shall make said records available, upon written request by the Customer, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the Customer may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the Customer shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

The Customer shall promptly notify the Contractor in writing of any request received by the Customer for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the Customer, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the

Customer, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases Customer from claims or damages related to disclosure by Customer.

11. **Insurance** - The Contractor will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in **_Attachment B .**

12. **Permits** - The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. **Laws & Regulations** - The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines. All charges specified in this agreement are exclusive of all federal, state, local, municipal, or other governmental excise, sales, use, occupational, value added, or like taxes. All such charges for taxes, as applicable, will be due and payable by Customer. Customer agrees to provide Ensource with
any applicable, properly and fully executed, bonafide tax exemption certificates suitable to the taxing authorities, and Ensource hereby requires copies of same.

14. **Indemnification** - The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be

limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

15. DISCLAIMER OF WARRANTY. ENSOURCE MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO MATERIALS OR SERVICES SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SET FORTH IN THIS AGREEMENT.

16. LIMITATION OF LIABILITY. Neither party shall be liable to the other for special or consequential damages for lost revenues or profits, cost of capital, lost production of products, liability to third parties for failure to deliver products, loss of opportunity for business with third parties, or punitive or exemplary damages; except when caused by fraud or willful misconduct. . IN NO EVENT SHALL ENSOURCE BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF ENSOURCE IN THE PERFORMANCE OF THIS AGREEMENT.

17. **Assignment of Interest** - The Consultant and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Consultant hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

18. **Successors and Assigns** - The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

19. **Independent Contractor** - In the performance of this agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

20. **Collusion** - By signing this agreement, the Contractor declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

21. **Conflict of Interest** - The Contractor warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

22. . **Third Party Beneficiaries** - This agreement does not create any relationship with, or any rights in favor of, any third party.

23. **Severability** - If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect

24. **Non Waiver** - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

25. **Governing Law and Venue** - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

26. **Attachments** - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

27. **Amendments** - The parties may amend this agreement only by mutual written agreement of the parties.

28. **Captions and Section Headings** - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

29. **Construction** - This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

30. **Entire Agreement** - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

WITNESS TO MR. REID

_____

APPROVED AS TO FORM

_____
Alachua County Attorney

ATTEST

By: _____
Print: Heather Andersen
Title: Office Manager

Contractor

By: _____
Print: Carl W. Scott Jr.
Title: C.E.O.

ATTACHMENT A: SCOPE OF SERVICES

1. DEFINITIONS

The following definitions used in this agreement shall have the meanings set forth hereunder unless otherwise noted and initialed by both parties:

"Included Equipment Failures": all equipment failures other than those described in the EXCLUDED REPLACEMENTS section.

"Excluded Equipment Failures": all equipment failures described in the EXCLUDED REPLACEMENTS section.

2. DEFECTIVE PARTS REPLACEMENT

Ensource will provide defective parts replacement for the equipment on an exchange basis. "An exchange basis" means that the Ensource on-site Technician, (hereinafter "Technician" or "Technicians"), utilizing Ensource's Return Material Authorization (RMA) policies and procedures, will obtain an RMA from Ensource and afterwards will deliver defective parts to Ensource. Ensource, after receiving the defective parts along with the RMA paperwork, will repair or replace the parts and return them to Customer. The Ensource on-site technician may elect to advance replace the defective part. Replaced parts will become the property of customer and defective parts will become the property of Ensource.

3. ON SITE TECHNICAL SUPPORT

Ensource will provide dispatched emergency on site technical support on a 24/7 basis. In addition, Ensource will provide a Technician, to provide on site technical support 8 hours per week during normal business hours. The Technician's schedule (hereinafter "The Work Schedule") may be flexible at the Customer's discretion. For presentation purposes in this agreement and its Exhibits, the Work Schedule is assumed to be 8:00AM through 5:00PM Eastern time, Monday through Friday.

The Technicians will observe Ensource's posted holiday schedule.

The Work Schedule includes a Technician or a substitute Technician (hereinafter "Technician") on call, on a 24 hour, 7-day per week basis. The on-call Work Schedule requires Ensource to provide on site technical support by one Technician for service-affecting failures other than those listed in the exclusion section of this

agreement. Total weekly hours provided by any Technician are limited to eight hours.

For on site technical support, other than during the hours of 8:00AM through 5:00PM Eastern time, Monday through Friday regular workdays, provided by Ensource for Excluded Equipment Failures, Customer will pay additional amounts, on an hourly basis for each Technician, at the then-current Ensource time and material rates.

TIME OF SERVICE	Description
Monday-Friday, normal workdays 8:00am-5:00pm	**Straight time**
Monday-Thursday, normal workdays 5:00pm-8:00am Friday 5:00pm-Saturday 5:00pm	**Time and one-half** **Time and one-half**
Saturday 5:00pm-Monday 8:00am and Ensource holidays	**Double time**

The use of subcontractors or other agents may be required to provide on site technical support for failures listed in the exclusion section of this agreement. Before such subcontractors or other agents are engaged on behalf of Customer by Ensource, Ensource will obtain Customer approval for such engagement. In such cases, all such costs will be an additional expense of Customer, who agrees to pay to Ensource, amounts billed by Ensource for utilization of subcontractors or other agents.

4. RESPONSE TIMES

For Major or Minor system failure, calls from the Customer received by an on-call technician outside of 8:00AM through 5:00PM normal workdays, the Ensource on-call technician will call Customer back within one hour of receiving the communication to confirm receipt of Customer communication, regardless whether a Major or Minor system failure.

For a "Major System Failure" outside the hours of 8:00AM through 5:00PM normal workdays, Ensource will provide on-site support within two-hour acknowledgement of the "Major System Failure." Ensource will provide on-site support for "Minor System Failures" during the next business day. Response time is calculated from the time the Customer first contacts Ensource until Ensource either 1) logs on to Customer's System by remote access, or 2) begins travel to the premises where the System is located. For purposes of this Agreement, a "Major System Failure" is defined as a service-affecting failure above the line-card level.

A "Minor System Failure" is defined as all other (non-major) system failures.

Ensource's obligations under this Agreement are subject to Customer providing sufficient information to allow Ensource to respond to Customer's service request and perform the necessary technical support.

Before dispatch by Ensource, the Ensource standard escalation procedures will govern in the following manner:

First Line Technical Support to remedy any major system failure is telephone contact by Customer technician(s) to Ensource via the Ensource 800 number for Technical Assistance which will be provided to Customer. First Line failure to remedy the major system failure will be escalated to Second Line Technical Support.

Second Line Technical Support to remedy any major system failure is dispatch of an Ensource technician to Customer site.

5. DISTINCT SERVICE

Ensource will provide to Customer, the services known as Call Home, Rounds and Technical Support (collectively known as "Distinct Service") which is more fully described in Exhibit C.

6. SOFTWARE SUPPORT

During the term and any renewal term of this agreement, applicable to Customer's equipment, Ensource will support all Versions of a Software Release Level in accordance with this section. On the Latest Version only, Ensource will actively support the detection of latent problems. All software updates must be carried out as defined in the Customer's/Owner's required software license/support agreement with the Manufacturer. The Customer/Owner must purchase all software and software upgrades from the Manufacturer. Ensource provides no software under this Agreement. Software includes Aastra PointSpan and Esnatech UCP Voicemail.

7. PARTS WARRANTED AS NEW

Parts provided by Ensource under this agreement will be new or like new in operation and will be warranted as new by Ensource, when properly installed and used for respective, intended purposes.

8. SHIPPING, HANDLING, FREIGHT

All shipping and handling and freight for defective parts to the Customer from Ensource, for the operation of this agreement, is an expense of Ensource.

9. EXCLUDED REPLACEMENTS AND EXCLUDED TECHNICAL SUPPORT

Supply of parts and/or on site technical support and/or Distinct Service by Ensource in accordance with this agreement is contingent upon Customer's proper installation and use of the individual parts, technical support and Distinct Service, in the application for which the parts and technical support and Distinct Service were intended, and excludes, without limitation, the following:

- Parts damaged by, and/or technical support and/or Distinct Service required or requested because of: Customer's neglect, loss, theft, misuse or abuse, including broken and/or cracked telephone cases or displays or handsets; failure of electrical power; electrical power anomalies such as surges, spikes, browns, fades, etc; failure of air conditioning and/or air conditioning equipment; humidity or failure of humidity controlling devices; rodents and any other pests; pets; water; fire or heat; electrical disturbances; terrorism; acts of God and all like occurrences.

- Parts or technical support or Distinct Service required to correct any damage or malfunction to an item of equipment and/or restore it to good working order resulting from service or repair or other work performed by persons other than Ensource's authorized service representatives.

- Technical support or Distinct Service outside the hours of 8:00AM through 5:00PM, Eastern time, Monday through Friday normal workdays, for any non-service affecting failure. A service-affecting failure is a defective part failure above the line-card level.

- All telephones

- All software

- All firmware

- All cabling

- Technical support or Distinct Service or parts required due, in any manner, to Customer's telco service or network provider

10. FORCE MAJEURE

Except for the obligation to make payment for services performed or goods delivered or other financial obligations due under this agreement, neither party shall be in default under this agreement for delays in delivering or failure to deliver parts or telephones covered by the agreement, or furnishing of service due to but not limited to any of the following; earthquakes, floods, unusually severe weather, or other acts of God, acts of any governmental or military authority, civil strife, terrorism, fire, strikes, social conflict, labor disputes, acts of the public enemy, failure of suppliers or any other cause beyond the reasonable control of Ensource.

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Exhibit A: COVERED EQUIPMENT

Intecom E PointSpan system consisting of:
36 EITE (36pt)cards
26 EITE 1 (pr)cards
1 DSPRI/Dual DS1 card
8 IXL cards
1 2WT card
11 PRI cards
5 2/DLC
8 DIXL cards
5 OPX cards
1 4WT card
1 T1 cards
15 ST36 cards
6 STE36 card
5 2/ITE cards
1 TDITE/Dual DS1 card
1 DSX Card
4 ITE (24pt) cards

Public Works:

Main Wilson Bldg
1 G450 MP80 W/POWER SUPPLY
1 S8300D SERVER – NON GSA
1 MM710B E1/T1 MEDIA MODULE – NON GSA

Public Works
1 G430 MEDIA GATEWAY
1 20 CHANNELS DSP DAUGHTERBOARD
1 S8300D SERVER – NON GSA
2 MM711 ANLG MEDIA MODULE – NON GSA
2 IP PHONE 9630G GRY
2 IP PHONE 9640G GRY
2 IP PHONE 9670G CHARCOAL GRY
90 IP PHONE 9620L CHARCOAL GRY
12 IP PHONE 9620C CHARCOAL GRY
2 IP PHONE 9650C CHARCOAL GRY

Location: 220 South Main, Criminal Courthouse
MFG/Model S/N or String #of Batt
Magnetec/ADS48A50 901PS7 1809
Magnetec/ADS48A50 901PS7 1809
GNV/M12V105FT 1 4

26 Northeast 1st St., Computer Room
MFG/Model S/N or String #of Batt
LaMarche/A36F5048VABD R9948-3
LaMarche/A36F5048VABD R9948-3
Power Battery/TC12100X 1 4

Northeast 1st St., Admin Basement
MFG/Model S/N or String #of Batt
Magnetec/ADS48A50 901PS7 1809
Magnetec/ADS48A50 901PS7 1809
Power Battery/TC12100X 1 4

201 East University, Civil Courthouse Rm B-15
MFG/Model S/N or String #of Batt
Magnetec/ADS48A50 901PS7 1809
Magnetec/ADS48A50 901PS7 1809
Power Battery/TC12100X 1 4

Hawthorne Avenue, Sheriff Office, Rm 440
MFG/Model S/N or String #of Batt
LaMarche/A36F5048VABD R7298-3
LaMarche/A36F5048VABD R7293-3
Power Battery/TC12100X 1 4
Powerware/1500P2SE BQ412C0285
YUASA/NP3012 1 5

39th Avenue, Dept. of Jails
MFG/Model S/N or String #of Batt
LaMarche/A36F5048VABD R9937-3
LaMarche/A36F5048VABD R9938-3
Power Battery/TC12100X 1 4

Hawthorne Avenue, Combined Comm Center
MFG/Model S/N or String #of Batt
LaMarche/A76A5048VV1 18918-25
LaMarche/A76A5048VV1 21764-28
Power Battery/TC12100X 1 4

Preventative maintenance only - batteries are not covered

ATTACHMENT B: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.

A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles

owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

#6884

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

MEMORANDUM

To: Diane Smith
Environmental Protection

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet for your files.

PERMA-FIX OF FLORIDA, INC.
Second Amendment to the Agreement for Hazardous Waste Collection Services
Term: October 1, 2010 - September 30, 2011
Amount: $ 32,000.00 Budgeted Account: 401-5541-537.31-93
BID #09-193

Please forward the document to the vendor and keep a copy for your files. Your encumbrance number is enclosed. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

#6884

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Agreement Between Alachua County and Perma-Fix of Florida, Inc. for Hazardous Waste Collection Services**

DEPARTMENT:	RETURN TO:	CONTACT:
Environmental Protection	Diane Smith	Diane Smith Phone: 264-6808

DOCUMENT(S) REQUIRING ACTION:	Agreement Between Alachua County and Perma-Fix of Florida, Inc. for Hazardous Waste Collection Services	**AMOUNT:** $32,000

EXECUTIVE SUMMARY: This item requests approval of an Agreement with Perma-Fix of Florida, Inc. in order for the County to renew its contract for Hazardous Waste Collection.

BACKGROUND: The Alachua County Environmental Protection Department desires to renew its contract with Perma-Fix of Florida, Inc. for household hazardous waste (HHW) transport and disposal services. Funding for the household hazardous waste program is provided by the Solid Waste Assessment Fee.

The proposed agreement with Perma-Fix of Florida, Inc. would continue the current level of services for a one (1) year period from October 1, 2010 through September 30, 2011 unless terminated as provided herein. This is a unit price agreement and the total cost to the County will vary with the amount and type of HHW collected and disposed and any additional services requested from Perma-Fix of Florida, Inc. by the County. The estimated cost of this agreement in FY 2011 is $32,000.

ISSUES: Approval of this agreement will allow HHW disposal operations to continue at the Alachua County Household Hazardous Waste Collection Center.

ACTION

Recommendation: Approve Agreement with Perma-Fix of Florida, Inc., for services to transport and dispose of Household Hazardous Waste for the period of October 1, 2010 to September 30, 2011.

BUDGETARY IMPACT

Recommendation:	Approve Agreement; $32,000 was requested in the FY11 budget.
Funding Sources:	Waste Management Assessment – Hazardous Waste Collection
Associated Costs	None
Account Code:	401-5541-537.31-93

Attachments:	Agreement Between Alachua County and Perma-Fix of Florida, Inc. for Hazardous Waste Collection Services (2 originals)
Suggested Reference Material:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
CB					8/30/10

SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND PERMA-FIX OF FLORIDA, INCORPORATED
FOR HAZARDOUS WASTE COLLECTION SERVICES

This Agreement is entered into this 30th day of August, 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Perma-Fix of Florida, Incorporated, doing business at 1940 NW 67th Place, Gainesville, FL 32653, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated October 6, 2008 for the provision to transport and dispose of Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generators (CESQG) Waste; and,

WHEREAS, the agreement was amended by the First Amendment, dated September 30, 2009, to extend the term of the agreement until September 30, 20010, and

WHEREAS, the parties now wish to amend the agreement,

NOW THEREFORE, the parties hereby agree to amend the October 6, 2008 Agreement as follows:

A. Section 1, ***Term*** is amended in its entirety to read:

1. **Term.** This Agreement is effective for one (1) year beginning October 1, 2010 and continuing through September 30, 2011 unless amended or terminated as provided herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This Second Amendment shall take effect upon the expiration of the Agreement to Amendment currently in effect under the same terms and specifications

AUG 2[illegible] 2010

SAVE and EXCEPT as expressly amended herein, all other terms and provision of the original agreement between the parties shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: _____
Print: Raymond Whittle
Title: Vice President

Perma-Fix of Florida, Inc.

By: _____
Print: Dwayne Singleton
Title: Industrial manager

#7403

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

MEMORANDUM

To: Ed Lontz
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

TRADEMARK METALS RECYCLING LLC
Agreement for Contractual Services for the Sale of Recycled Metals
Term: October 1, 2010 - September 30, 2012
(Option to renew for 2 additional 2-year periods)
Amount: Rate Based (Estimated Revenues of $50,000.00)
Account: 400-7640-369.50-00

Please forward the document to the vendor and keep a copy for your files.
Thank you for your assistance.

Enclosures

cc: Finance & Accounting
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement between Alachua County and Trademark Metals Recycling LLC, for the sale of recycled metals

DEPARTMENT:	**RETURN TO**	**CONTACT:**	Ed Lontz
Public Works	Ed Lontz	**PHONE #:**	352-334-0172

DOCUMENT(S) REQUIRING ACTION:	Agreement between Alachua County and Trademark Metal Recycling LLC.	**AMOUNT:** Estimated Revenues $50,000.00

EXECUTIVE SUMMARY:

The Leveda Brown Environmental Park receives approximately 1,400 tons of white goods and scrap metal annually. This metal is received from the residents and commercial businesses of Alachua County. A portion of the material is also removed from the waste stream per Florida Department of Environmental Protection (FDEP) Transfer Station permit requirements. This contract provides the County an opportunity for an alternate source of revenue. This new Agreement will improve our revenue approximately 15% over prior years at the same market value.

BACKGROUND:

The Leveda Brown Environmental Park receives approximately 1,400 tons of white goods and scrap metal annually. This metal is received from the residents and commercial businesses of Alachua County. At the present time there is no vendor in Alachua County that accepts devices containing refrigerants; this leaves the County as the only outlet. Transfer Station staff routinely separate this commodity from the general waste stream per FDEP Transfer Station permit requirements. The material is stockpiled, the refrigerant removed and the material is picked up by the contracted vendor for purchase. This contract provides the County a specific recycling destination for the scrap metals and an opportunity for an alternate source of revenue.

ISSUES:

Per FDEP Transfer Station permit requirements, metals and refrigerant device must be removed from the waste stream. This contract provides the County a specific recycling destination, guaranteed removal, revenue and the assurance of an outlet for the scrap metals.

ACTION

Recommendation:	Approve the Agreement between Alachua County and Trademark Metal Recycling LLC.

BUDGETARY IMPACT

Recommendation:	Approve Agreement
Funding Sources:	N/A
Associated Costs	N/A
Account Code:	400-7640-369.50-00
Attachments:	Agreement with Trademark Metals Recycling LLC.
Suggested Reference Material:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					9/15/10

3/30/10

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this 15th day of Sept., 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Trademark Metals Recycling LLC, doing business at 2402 N.W. 6th Street, Ocala, Florida 34475, hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires Contractor to provide for recycling of scrap metal; and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective beginning October 1, 2010 and continuing through September 30, 2012, unless earlier terminated as provided herein. The County has the option to renew this Agreement for 2 (two) additional (2) year periods under the terms and specifications contained herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County:

   2.1 The Contractor shall purchase and transport all Scrap Metal, loose or baled, consisting of, but not limited to, "White Goods" (including but not limited to old refrigerators, stoves, hot water heaters, etc.) and miscellaneous metal scraps, hereinafter called Scrap Metal, set aside for that purpose by the County at the Transfer Station.

   2.2 While at the Transfer Station, the contractor shall abide by all rules of the County. The County shall provide a separate area for storage of the material.

   2.3 The Contractor shall provide a 40-yard or larger, empty trailer/container to be dropped at a designated location next to the storage area for scrap metal. In addition, Contractor is to provide a container at the transfer station for Irony Aluminum.

   2.4 The County requires a container to be available at designated location(s) at all times. At the convenience of the County, the scrap metal shall be loaded into the Contractor's vehicles for transportation or delivered by the County to their facility.

2.5 The County reserves the right to live-load trailers/containers, when necessary, by prearrangement with the Contractor. Each load shall be covered with a tarp prior to leaving the Transfer Station.

2.6 The Contractor has complete responsibility for all materials collected under the Agreement and the operation and maintenance of their vehicles.

2.7 The Contractor will be available to exchange the loaded trailer/container with an empty trailer/container, daily Monday through Friday, and twice a day upon notification by the County.

2.8 The Contractor represents that he/she has or will have at all times adequate equipment and personnel to perform the services described in the Agreement.

2.9 Contractor will be required to service location by the end of next business day upon receiving request for pick up via phone, email or fax.

2.10 Contractor will unload the County's delivered truck at their location in fifteen (15) minutes of arrival.

2.11 If the Contractor fails to make pickup within the time specified in this Agreement, it is hereby agreed the Contractor shall pay the County liquidated damages for such delay and not as a penalty, a sum of $25.00 per each business day, not to exceed $1,000.00. The County will begin to collect on these damages two (2) days after the Contractor's stated pickup date.

2.12 The Contractor shall weigh, on the scale provided by the County, the vehicle used to transport the materials upon entering and leaving the Transfer Station. The net weight of the Scrap Metal shall be the difference of the two weights and this net weight shall be the agreed upon weight of the materials being sold by the County to the Contractor.

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

3.1. The Contractor is a professional qualified to perform the services described.

3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor shall pay the County on a per ton basis as follows:

4.1. Payment will be monthly based on the Birmingham #2 Bundles for scrap metal and of Irony Aluminum as shown in the *American Metal Market (AMM)* for the day on which pick-up is made. Payment will be based on the following percentages, based on the method of pickup.

4.2.

Description of Products/Services	% Rate Per Ton (Based on the Birmingham #2 Bundles, as shown in the "American Metal Market")	% Rate Per Ton (Based on the Birmingham #2 Bundles, as shown in the "American Metal Market")
Transportation Method	**Contractor Pick-Up**	**County Delivery**
Loose Scrap Metal	130.1 %	135.5 %
Metal Bales (500-1000 lbs)	130.1 %	135.5 %
Irony Alumni	451 %	501 %

4.3 The Contractor shall submit payment to the County in the form of a Company check. The check shall be accompanied by a copy of the AMM published price for material for the day of each collection and a statement detailing amounts owed to the County on a monthly basis. The Contractor's statement shall describe with reasonable particularity, the method of transportation (site of pickup or delivery), the type of material and the rate per ton and the market rate on which the pricing is calculated as described above. Payment shall be submitted to:

Leveda Brown Environmental Park
Attention; Manager
5115 NE 63rd Ave.
Gainesville, FL 32609

5. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

5.1 The County will provide access to the Leveda Brown Environmental Park 7:00 AM to 5:00 PM Monday – Friday and 7:00 AM to 12:00 PM on Saturday.

6. **Notice**. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Assistant Public Works Director, Waste Management
Public Works Department
PO Box 1188
Gainesville, FL, 32602-1188

Professional:

Trademark Metals Recycling
2402 NW 6th Street
Ocala Fl. 34475
ATTN: Charles Bianculli

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and

Office of Management and Budget
Attn: Contracts/Grants
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601

7. Default and Termination.

7.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Assistant Public Works Director, Waste Management is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the County to the Contractor.

7.2. The County may also terminate the Contract without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); Contractor's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

7.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will

pay the Contractor for all work completed prior to any notice of termination.

8. **Project Records.**

8.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

8.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

8.3. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

8.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by

County.

9. **Insurance**. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment A

10. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

11. **Laws & Regulations**. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

12. **Indemnification**.

12.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

12.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

13. **Assignment of Interest**. The Professional and County recognize that in actual economic

practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

14. **Successors and Assigns**. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

15. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

16. **Collusion**. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

17. **Conflict of Interest**. The Contractor warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

18. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

19. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

20. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

21. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

22. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

23. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

24. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

25. **Construction**. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

26. **Counterparts**:. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

27. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

. ATTEST (By Corporate Officer)
By: _____
Print: MICHAEL C. WALLACE
Title: VP FINANCE

TRADEMARK METALS RECYCLING LLC

By: _____
Print: TIM BROSE
Title: PRESIDENT

ATTACHMENT A: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.

A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-

contributory.

B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

#5122

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

MEMORANDUM

To: Diane Smith
Environmental Protection

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 21, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet for your file.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Tenth Amendment to the Sub-Lease Agreement for office space at 201 SE 2nd Avenue
Term: October 1, 2010 - September 30, 2011
Amount: $11,863.62/Year Revenue
Account: 001-5500-362.10-00

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

cc: OMB
Finance & Accounting
Charlie Jackson

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Tenth Amendment to Sub-Lease Agreement between Alachua County and the St. Johns River Water Management District		
DEPARTMENT: Environmental Protection	RETURN TO: Diane M. Smith	CONTACT: Diane M. Smith PHONE: 264-6808	
DOCUMENT(S) REQUIRING ACTION:	Tenth Amendment to Sub-Lease Agreement between Alachua County and the St. Johns River Water Management District	AMOUNT: $11,863.62 (Revenue)	

EXECUTIVE SUMMARY: This item requests approval of a Tenth Amendment to the Sub-Lease Agreement between Alachua County and the St. Johns River Water Management District (SJRWMD) for the period of October 1, 2010 through September 30, 2011, to continue the co-location of the SJRWMD Gainesville office with the Alachua County Environmental Protection Department (ACEPD).

BACKGROUND: Since 1996, the SJRWMD has maintained a Gainesville office, co-located with ACEPD in downtown Gainesville. This co-location, made possible by the sub-lease agreement, has allowed a successful partnership between Alachua County and SJRWMD, enhancing intergovernmental activities of mutual concern such as water resource protection, environmental planning, permitting, complaint investigation, and enforcement. In addition, the SJRWMD's Gainesville office has provided Alachua County citizens with local access to SJRWMD services previously only available at their main offices in Palatka.

This Tenth Amendment agrees to continue to provide 572 square feet of office space for SJRWMD for which Alachua County will receive compensation in the amount of $11,863.62 in FY11.

ISSUES: The Tenth Amendment to the Sub-Lease Agreement between Alachua County and the SJRWMD provides $11,863.62 revenue to the General Fund.

ACTION

Recommendation: Approve Tenth Amendment to Sub-Lease Agreement between Alachua County and the St. Johns River Water Management District to renew an office space sub-lease for the period of October 1, 2010 - September 30, 2011.

BUDGETARY IMPACT

Recommendation:	Approve Tenth Amendment to Sublease Agreement; Alachua County receives $11,863.62 revenue from SJRWMD in FY11.
Funding Source:	St. Johns River Water Management District (SJRWMD)
Associated Costs	None
Account Code:	001-5500-362.10-00

Attachments:	Tenth Amendment to Sub-Lease Agreement between Alachua County and the St. Johns River Water Management District (2 originals)
Suggested Reference Material:	Original Sub-Lease Agreement and subsequent Amendments

DEPARTMENT DIRECTOR 9/9/10	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
CB				RHR 9/21/10

TENTH AMENDMENT TO THE SUB-LEASE AGREEMENT BETWEEN ALACHUA COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

THIS TENTH AMENDMENT TO THE SUB-LEASE AGREEMENT, made and entered into this 21st day of Sept., 2010 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Sub-Lessor", and the Governing Board of the St. Johns River Water Management District (SJRWMD), hereinafter referred to as "Sub-Lessee", a public body existing under Chapter 373, Florida Statutes.

WITNESSETH:

WHEREAS, the parties entered into a sub-lease agreement dated May 23, 2000, for office space within a certain building located at 201 SE 2nd Avenue, Gainesville, Alachua County, Florida, and entered into a First Amendment to the sub-lease agreement dated August 28, 2001, and entered into a Second Amendment to the sub-lease agreement dated September 24, 2002, and entered into a Third Amendment to the sub-lease agreement dated September 2, 2003, and entered into a Fourth Amendment to the sub-lease agreement dated October 12, 2004, and entered into a Fifth Amendment to the sub-lease agreement dated October 18, 2005, and entered into a Sixth Amendment to the sub-lease agreement dated October 2, 2006, and entered into a Seventh Amendment to the sub-lease agreement dated October 29, 2007, and entered into an Eighth Amendment to the sub-lease agreement dated September 8, 2008, and entered into a Ninth Amendment to the sub-lease agreement dated September 22, 2009; and;

WHEREAS, the parties now desire to amend the sub-lease agreement;

NOW, THEREFORE, in consideration of the mutuality of covenants contained in this

agreement, the parties hereto agree as follows:

A. Section 2, *Term*, is hereby amended in its entirety to read:

2. Term: This sub-lease agreement shall commence on October 1, 2010, continuing through September 30, 2011, unless earlier terminated as provided for in Section 3 of the original agreement.

B. Section 4.1, *Rents*, is hereby amended in its entirety to read:

4.1 Rents: Sub-Lessee agrees to pay to Sub-Lessor an annual amount of (eleven thousand eight hundred and sixty three dollars and sixty two cents) $11,863.62, in monthly installments of nine hundred and eighty eight dollars and sixty three cents) $988.63, for the Term of this Tenth Amendment.

C. This amendment shall take effect upon expiration of the agreement and amendment currently in effect under the same terms and specifications contained in the original.

SAVE AND EXCEPT, as expressly amended herein, all other terms and provisions of the original sub-lease agreement, as amended, between the parties, dated May 23, 2000, as amended shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Ninth Amendment to the sub-lease agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

WITNESS:

Rhonda Baxter
Witness to Mr. Reid

SUB-LESSOR
ALACHUA COUNTY, FLORIDA

Randall H. Reid, County Manager

Approved as to Form:

Alachua County Attorney

ATTEST:

W.H. Clyatt
Print Name
Title

SUB-LESSEE
GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

Kathryn L. Mennella
Print Name Kathryn L. Mennella
Title Acting Executive Director on July 20, 2010

Approved as to Form:

General Counsel

#5664

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

MEMORANDUM

To: Charlie Jackson, Manager
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 15, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet for your files.

ALACHUA COUNTY FARMER'S MARKET, INC.
Fifth Amendment to the Lease Agreement space located at U.S. Hwy 441
Term: October 1, 2010– September 30, 2011
(Option to renew for 1 additional 1-year period)
Amount: N/A **Account: N/A**

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

Enclosures

cc: File

JDJ/jcp

ITEM DESCRIPTION: Fifth Amendment to Lease Agreement Between Alachua County and Alachua County Farmer's Market, Inc.

DEPARTMENT:	**RETURN TO**	**CONTACT:** Charlie R. Jackson
Administrative Services Facilities Management	Charlie R. Jackson	**PHONE** 374.5229
DOCUMENT(S) REQUIRING ACTION:	Fifth Amendment to Agreement Between Alachua County & Alachua County Farmer's Market	**AMOUNT: N/A**

EXECUTIVE SUMMARY: On September 23, 2003, Alachua County Board of County Commissioners approved a lease agreement to lease space located at 5920 NW 13th Street, Gainesville, Florida to the Alachua County Farmer's Market, Inc., a not for profit Corporation.

BACKGROUND: Facilities Management staff is requesting that the Board approve the Fifth Amendment to the Lease Agreement between the County and the Alachua County Farmer's Market, Inc. to extend the agreement from October 1, 2010 through September 30, 2011.

ISSUES: The Alachua County Farmer's Market is a common place where local growers can commune for the distribution and sale of produce and horticultural items. If this lease is not extended, it could hinder local farmer's and citizens ability to distribute and purchase locally produced farmers' products.

Recommendation:	Approve and execute the Fifth Amendment to the Agreement between Alachua County and Alachua County Farmer's Market, Inc.

Recommendation:	Approve and execute the Fifth Amendment to the Agreement Between Alachua County and Alachua County Farmer's Market, Inc.
Funding Sources:	N/A
Associated Costs	N/A
Account Code:	N/A

ATTACHMENTS:	Fifth Amendment to Agreement between Alachua County and Alachua County Farmer's Market, Inc. (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

FIFTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
ALACHUA COUNTY FARMER'S MARKET, INC. FOR LEASE OF REAL PROPERTY

THIS FIFTH AMENDMENT TO AGREEMENT, made and entered into this 15th day of September A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Alachua County Farmer's Market, Inc., hereinafter referred to as "(*Lessee*)":

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Lease dated September 23, 2003, for the provision of leasing real property and entered into a First Amendment to the Lease on October 2, 2006, a Second Amendment to the Lease on September 27, 2007, a Third Amendment to the Lease on October 6, 2008; a Fourth Amendment to the Lease on July 7, 2009; and,

WHEREAS, the parties wish to amend the Lease.

NOW, THEREFORE, the parties hereby agree to amend September 23, 2003 Lease as follows:

A. Section # 3. ***Term***, is amended in its entirety to read:

> A. Section #3. (Term). The term of this Lease shall be from October 1, 2010 through September 30, 2011, unless earlier terminated as provided herein. The County has the option of extending this Agreement for additional one (1) year period under the terms and specifications contained in the original Agreement.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Lease, dated September 23, 2003 as amended, between the parties, shall be and remain in full force and effect.

This fifth amendment shall take effect upon expiration of the original lease at the terms and specification contained therein.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to the Lease Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Witness to Mr. Reid

BY: _____
Randall H. Reid
County Manager

APPROVED AS TO FORM:

Alachua County Attorney's Office

Alachua County Farmer's Market, Inc.

_____
Name

_____
Title

_____
Print Name

Attest by Corporate Officer

Helen Emery
Name

CHAIRMAN
Title

Helen Emery
Print Name

#7212

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 6, 2010

MEMORANDUM

To: Annette Schwiebert
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 30, 2010**

Attached please find two originals of the document referenced below that was approved by the County Manager on the above referenced date. Also enclosed is a copy of the Green Sheet.

CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC.
First Amendment to the Professional Services Agreement for the provision of Substance Abuse Intervention Services for the Anti Drug Initiative Grant
Term: June 1, 2010 – September 30, 2011
Amount: $30,000.00 Account: 186-3600-331.20-00 &186-3600-622.34-10

Please forward the documents to the vendor and keep a copy for your file. Also attached is a copy of the encumbrance. Thank you for your assistance.

Enclosures

cc: F&A
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail : omb@alachuacounty.us ■ Home Page: www.alachua.fl.us

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#7212

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Professional Services Agreement with CDS Family & Behavioral Health Services, Inc. for the provision of professional substance abuse intervention services for the Anti Drug Initiative Grant

DEPARTMENT:	RETURN TO	CONTACT: Annette Schwiebert
Court Services/Day Reporting	Annette Schwiebert	PHONE 337-6248

DOCUMENT(S) REQUIRING ACTION:	First Amendment to Professional Services Agreement between Alachua County BOCC and CDS Family & Behavioral Health Services, Inc.	AMOUNT: $30,000

EXECUTIVE SUMMARY: The Anti Drug Initiative Program is an existing and successful program at CDS Family & Behavioral Health Services, Inc. The $30,000 Byrne grant, awarded in October 2009 and accepted by the Board on November 10th pays for services for indigent individuals and to expand the population served. This grant was originally scheduled to end September 30, 2010 but has been extended for an additional year in order to use the remaining grant funds. The attached amendment extends the contract expiration date and corrects the billing rates to match the grant award document.

BACKGROUND: The Anti Drug Initiative Program targets second and third time misdemeanant arrestees with drug charges, as well as offenders arrested for non-drug related charges that appear to be drug related and individuals charged for under aged drinking. The program holds offenders judicially accountable for their violations while simultaneously offering services that address their illicit substance use. ADI is an evidenced based program utilizing Motivational Enhancement Therapy (MET) based on principles and techniques designed to produce rapid, internally motivated change. The grant pays for all services and there is no cost to the county.

ISSUES: None, grant budget exists for requested services.

ACTION

Recommendation: Staff recommends that the Manager sign the amendment to the agreement for services.

BUDGETARY IMPACT

Recommendation:	Sign the Professional Services Agreement.
Funding Sources:	Federal Byrne Grant
Associated Costs	$30,000
Account Code:	186-3600-331.20-00; 186-3600-622.34-10

ATTACHMENTS: First Amendment to Professional Services Agreement

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
BAS			PL	RHA	9/31/10

55475 Reg.#

FIRST AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
CDS Family & Behavioral Health Services, Inc.

THIS First AMENDMENT TO AGREEMENT, made and entered into this 30th day of September A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and CDS Family & Behavioral Health Services, Inc. doing business at 1218 NW 6th Street, Gainesville, Florida 32601 hereinafter referred to as the "Provider"

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated **January 1, 2010** for the provision of professional substance abuse intervention services; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the January 1, 2010 Agreement as follows:

A. Section 1. **Term** is amended in its entirety to read as follows:

1. Term. This Agreement is effective beginning June 1, 2010 and continuing through September 30, 2011.

B. Section 2 **Duties of the Professional , sub paragraph 1** is amended to read as follows:

2.1 Screenings for up to 80 people, 1 hr @$67.44 to equal $5395.20 of billable services

Psychosocial Assessments for up to 90 people, 2 hr @ $67.44 per hour to equal $10,790.40 of billable services.

Groups for up to 97 people, 90 minute sessions @ $67.44 per hour to equal $9,812.52 of billable services.

Counseling for up to 60 people, 1 hour sessions @ $67.44 per hour to equal $4,046.40 of billable services.

Total amount of services provided not to exceed $30,000.

C. This First amendment shall be effective beginning June 1, 2010 at the terms and specifications

contained in the Agreement currently in effect.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated **January 1, 2010**, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this **First** Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CDS Family & Behavioral Health Services, Inc.

ATTEST (By Corporate Officer)

By: Samuel P. Clark
Print: Samuel P. Clark
Title: Chief Operations Officer

By: _____
Print: _____
Title: _____

#7404

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 6, 2010

MEMORANDUM

To: Rick Drummond
Assistant County Manager

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 30, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

THE GAINESVILLE JAYCEES
License Agreement for use of Alachua County Fairgrounds
Term: September 31, 2010 - April 2011
Amount: $ -0- Facility Fee
$ -0- Refundable Deposit
Account: ~~128-4505-362.20-00 License Fee~~
~~128-0000-220.80-00 Deposit~~

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

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#7404

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI License Agreement for The Gainesville Jaycees to use their club house located on the Fairgrounds property.

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
CMO	Richard Drummond	**PHONE** 352-264-6916
DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $ 0**

EXECUTIVE SUMMARY: The Gainesville Jaycees is a for profit organization requesting access to their club house located on the Fairgrounds property.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: The group will not be paying rental fee nor damage deposit; They own the club house located on the Fairgrounds property.

ACTION

Recommendation: Approve the Gainesville Jaycees access to their club house located on the Fairground property.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for the Gainesville Jaycees for access to their club house located on the fairgrounds property.

Funding Sources: **Fairgrounds Management Fund 128**

Associated Costs None.

Account Code: None.

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
RA 9/16/10				RHC 9/21/10

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 24 day of August, 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and The Gainesville Jaycees ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at Clubhouse on Fairgrounds 2900 NE 39th Ave Gainesville, FL; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $ Ø as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

14. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

WITNESS:

By: _____
Randall H. Reid, County Manager

_____

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: Kristen Rabell

Print: Kristen Rabell

Title: President Elect, Gainesville Jaycees

NOTARY

Dated this 24th day of August, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24th day of August, 2010, by Kristen Rabell, who is personally known to me/ produced _____ as identification.

Linda C Euler
Notary Public, State of Florida at Large
My Commission expires:

LINDA C. EULER
Commission DD 704509
Expires October 31, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Markisha Boykin

From: Kristen Rabell [kristen@kristenrabell.com]
Sent: Tuesday, September 14, 2010 5:38 PM
To: Markisha Boykin
Subject: Gainesville Jaycees

The Gainesville Jaycees board has decided to cancel this event due to time issues. We will still like access to our clubhouse but only for access to our storage until we can come up with another plan. Thank you so much for trying to help us. I think our board was just too over-extended with life changes and did not have the desire to rush with location change. We will write you next year for possible access to the fairgrounds at least to get onto our clubhouse.

Best,
--
Kristen Rabell
Bosshardt Realty Services, Inc.
1412 W. University Ave., Ste. B Gainesville, Fl 32603
To view my listings or search the MLS, visit http://www.KristenRabell.com
352.213.6760 cell
352.376.5251 office
352.378.2737 fax

EXHIBIT A (REVISED BY COUNTY STAFF)
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Kristen Parcell **DATE** 09/16/10

ORGANIZATION/COMPANY Gainesville Jaycees ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS PO Box 11617 **CITY** Gainesville

STATE FL **ZIP** 32605 **TELEPHONE** (352) 213-67760

EVENT DETAILS

Event Dates N/A Event Type N/A

Please provide contact information for event details:
Name: Kristen Parcell
Phone Number: 352-213-67760

Are you a non-profit? Yes _____ No ✓

Event Description (sufficient to determine the potential impact to the facility and security needs):
To provide the Jaycees access to their clubhouse for the period of time starting with date approved by the County Manager through April 2011.

Jaycees will be permitted to place their lock on the gate in order to have access to the grounds w/o having to coordinate each entry with Facilities

— Revised by Rick Drummond 9/22/2010

FACILITIES REQUESTED

_____ EXHIBITION BUILDING & PARKING LOT
_____ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____ POLE BARN, GROUNDS & PARKING LOT
Jaycee Clubhouse

Will alcohol be available served?	Yes____	No____	
Will the activity be open to the public?	Yes____	No____	N/A
Will admission be charged?	Yes____	No____	
Will there be special equipment or use of any hazardous materials?	Yes____	No____	N/A
The number of participants that will attend	_____		N/A
The number of staff members that will be on hand	_____		

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	~~$ 850.00 per day~~ ~~$1,550.00 week-end~~
GROUNDS AND POLE BARN Ample parking included.	~~$ 700.00 per day~~ ~~$1,000.00 week-end~~
BUILDING, POLE BARN & GROUND Ample parking included.	~~$1,550.00 per day~~ ~~$2,250.00 week-end~~
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

will pay to Fire marshal as usual + upon inspection

RENTAL AMOUNT

Facility Fee ____Ø____

Miscellaneous _____ Damage Deposit ____Ø____

Total Rental ____Ø____

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

    a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
    b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all

necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged $40.00 per check.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT, PAGE 4, TO COMPLETE YOUR APPLICATION.

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.

EXHIBIT B
Alachua County Fairgrounds

General Rules

In the following information, the "Alachua County Fairgrounds" will be referred to as the "Fairgrounds". The Alachua County Fairgrounds operates under the management of the Alachua County Manager's Office and direction of the Alachua County Board of County Commissioners.

The County Manager shall arbitrate the following Special Conditions:

- Facility fees may be waived or reduced for "Educational" or "Not-For-Profits" (501C-3) events, as defined by the County Manager on an individual event basis.
- The Fairgrounds shall be made available for a period of four (4) consecutive weeks for use by the Alachua County Youth Fair with no rental charge to the Alachua County Youth Fair. The four-week period set out herein shall be determined by the County Manager's Office communicating with the Director of the Alachua County Agricultural Extension Service to ascertain the precise dates when the Fairgrounds are to be made available. Any expenses for the utilities associated with the Alachua County Youth Fair shall be paid by the Alachua County Youth Fair.
- For events that last more then one weekend or are recurring annual, monthly, or weekly events, agreements and facility fees can be negotiated.
- Unless an event has secured the entire facility, there may be times when multiple events are scheduled on the Fairgrounds. The County Manager's Office reserves the right to schedule multiple events without compensation to involved parties.
- ABSOLUTELY no modifications to existing grounds, buildings, or equipment will be made without prior written approval of the County Manager's Office. If prior approval has been given for such modifications, any and all modifications will be returned to its original or better condition.
- Any member of the County Manager's Office or County Facilities Management Division may move in, out, on, or about the entire facility while conducting his or her official duties.
- Users shall adhere to all signs and postings i.e. "No Parking", "All Dogs on Leash", etc.

Fairgrounds Bookings

- The County Manager reserves the right to deny any bookings that may present a safety hazard to persons or property or may damage the site. In the event any federal, state, or local laws have been violated by the user group at the Fairgrounds, the County Manager reserves the right to cancel or delay any scheduled event without restitution to that event and deny future application.

- The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely NO SMOKING inside the exhibit building.

- Discharge of firearms and cutting of trees of strictly prohibited.

Payment Schedules

- User group shall pay a non-refundable deposit of fifty percent (50%) of the total fee and the $90.00 Site Plan Review and Inspection fee (Fire Marshal) upon signing the license agreement ("license") to reserve requested date(s). Unless other arrangements have been made, the remainder of the basic fee and ground fees and other charges are due five days before the facility is turned over to the user group. License must be signed and delivered to the County Manager's Office before any booking is guaranteed.

- User group shall pay a clean-up, damage, key and utility deposit of $1,000 five days before the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License.

Pre-Event Setup and Post-Event Cleanup

- One half day will be allotted prior to your event for set-up and one half day after your event for cleanup.

- All user groups are responsible for their own pre-event setup and breakdown. It is not the responsibility of County staff to direct, conduct, manage, or set-up for your scheduled event.

- It is the responsibility of the user group to collect trash, garbage, etc. and clean all areas used during the scheduled event. The user group(s) WILL be billed for any cleaning required by County staff. Under normal circumstances, County Facilities Management will neatly maintain the Fairgrounds.

- The user group will return the Fairgrounds and facilities to the County under the same or better condition than received. By the end of the business day following the scheduled event, all clean-up of facilities must be completed.

Improvements

- Unless otherwise provided by written agreement, the cost of any improvement(s), permanent or temporary, made on or to the Fairgrounds by any user group or individuals shall not be deducted from any past or future rental fee(s) due the County. Any improvement made permanent becomes property of the County and shall be utilized or maintained at the discretion of the County Manager's Office.

Refunds

- Refunds on booking fees will be given, only if the County Manager's Office has been notified in writing 30 days prior to the scheduled event starting date. The County reserves

the right to cancel or reschedule any event without compensation to the cancelled or rescheduled event organizers. If the County cancels an event and no rescheduling date is agreed upon, a full refund will be issued to the user group.

Maintenance and Cleaning Services

- Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit to make repairs or clean up.

- Should the user group request that a County Facilities Management Division employee be present on the Fairgrounds during a scheduled event, the user group will be charged the appropriate hourly rate for the employee.

- **For any event lasting more than two (2) days, the Licensee must:**
    - Insure that all of the restrooms are cleaned daily and provide the necessary bathroom items (toilet paper, hand soap, hand towels) for the duration of the event.

    - Empty trash cans daily and replace with new trash liners. If users deem it necessary to have a dumpster on the grounds for the event, make the necessary arrangements with a waste company to provide hauling and be billed directly.

    - Licensee can contact County Facilities Management for the suppliers name and telephone number to order replacements for the items listed above. It is recommended that the user hire, or appoint, a "restroom attendant" to assume this responsibility.

- **Additional Charges:**
    - If keys are returned after the event and the lights are left on in the building, bathrooms, or pole barn or if fans are left on there will be an additional charge of **$400**.

    - Additional charge of **$300** if building or grounds are not cleaned up after event.

    - Additional charge of **$160** if bathrooms are not cleaned up after event.

Alcohol

- Alcohol beverages will be permitted on the Fairground's property with prior approval by the County Manager. User groups may utilize banners, signage or advertisement of companies that do sell or endorse alcoholic products.

Animals

- A written notice of all events involving animals will be provided to the Alachua County Division of Animal Services at least 2 days prior to the event. Any fees incurred shall be responsibility of the pet's owner.

- Users shall maintain a list consisting of the names, phone numbers, and addresses of all persons owning animals on the premises. If the possessor of the animal on the premises is not the owner, then the preceding information shall also be provided for the possessor. The quantity and type of each animal shall also be listed.

- All pets shall be on a physical restraint, i.e. leash, at all times while on the Fairgrounds. Only those pets directly related to an event, i.e. dog show, horse show, and approved by the County Manager's Office shall be exempt.

- Pet owners are to pick up all pet waste and deposit in the provided pet waste containers or trash receptacles.

Equipment Storage

- Due to a limited amount of storage space, unless otherwise approved in writing by the County Manager, no equipment, supplies, materials or any items belonging to a user group will be stored on the Fairgrounds. If such items are left on the Fairgrounds, without prior approval, Facilities Management shall dispose of such, with no restitution to the owner(s) of disposed items. All items stored and/or left on the grounds, prior approval or not, shall still be the responsibility of the owner and not that of Alachua County, (i.e. damage, theft etc.).

- If approval has been given for storage, one key to ANY and ALL locks installed by a user group for their storage shall be provided to Facilities Management and maintained appropriately. Failure to provide a key will result in removal of the lock. (This is due to any unforeseen emergency.)

Permits, Licenses and Inspections

- Any and all required Permits, Licenses, and Inspections for any event will be the sole responsibility of the event organizers. The County reserves the right to deny, cancel or delay any event that does not obtain permits, licenses, or proper inspections.

Banners, Signs and Advertising

- Any signage pertaining to the event that will be placed in the unincorporated areas of Alachua County must first be approved through Alachua County Growth Management.

- Please contact any Municipality within Alachua County (Alachua, Archer, Gainesville, Hawthorne, High Springs, Lacrosse, Micanopy, Newberry, Waldo) within which signage pertaining to the event that will be placed for its approval and/or permit process. The Alachua County Fairgrounds is located in the City of Gainesville. Signage placed on the actual Fairgrounds must be approved and/or permitted by the City of Gainesville.

- BE ADVISED that bandit signs are not lawful anywhere within the unincorporated areas of Alachua County or any of its municipalities. The applicant is responsible for ensuring that bandit signs pertaining to the event are not placed anywhere in such areas. Should bandit signs pertaining to the event be placed anywhere within such area, the County reserves the right to deny, cancel or delay the event without refund, damages or restitution to the applicant.

Security, Parking, Rescue and First Aid

- A parking and security plan may be required for certain events when it is determined by the Alachua County Sheriff's Office or County Manager to be in the best interest of the public. Contact the Alachua County Sheriff's Office for arrangements and costs.

- A County Rescue Unit may be available with proper notice. The user group shall be responsible for all costs of the unit and personnel to operate the unit. This will be required for all Major Events. It will be the responsibility of the user group to contact Alachua County Public Safety for scheduling, rates, and availability.

EXHIBIT C

INSURANCE REQUIREMENTS
Alachua County Fair Grounds
Licensee's Ins.

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $100,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may chose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability Coverages

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects**: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. **The Licensee's insurance coverage shall be primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

II Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III All Coverages

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holder: Alachua County Board of County Commissioners
c/o Risk Management
P.O. Box 1467
Gainesville, Florida 32602

#7397

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

MEMORANDUM

To: Sean McLendon
Sustainability Program Manager

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 13, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

REBUILDING TOGETHER NORTH CENTRAL FLORIDA
Agreement for Contractual Services for the Summer Energy Audit Pilot Program
Term: September 13, 2010 until completed
Amount: $ 26,000.00 Not to Exceed **Account: 001-1760-519.31-93**

Please forward this document to the vendor and keep a copy for your file. Your encumbrance number is attached. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: *www.alachuacounty.us*
An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Rebuilding Together Fall 2010 Energy Audit and Weatherization Outreach		
DEPARTMENT:	RETURN TO	CONTACT:	Sean McLendon
County Manger	Sean McLendon	PHONE	548 3765
DOCUMENT(S) REQUIRING ACTION:	Two professional service contracts	AMOUNT: $26,000	

EXECUTIVE SUMMARY: The professional services agreement for fall 2010 with Rebuilding Together will target a neighborhood with low-income homes to receive energy conservation audit and outreach services. The goal will be to substantially reduce utility costs for citizens through simple home maintenance and energy awareness assistance.

BACKGROUND: As part of the ECSC recommendations addressing the impact of low-income energy conservation, simple weatherization techniques and training for citizens may have substantial low-cost to no cost rates of return for citizens.

ISSUES: Rising utility rates disproportionately impact low-income residents who cannot afford, nor may have access to knowledge or low cost technology to ameliorate these costs. Many low-income neighborhoods consist of houses built prior to building codes regulating energy efficiency.

ACTION

Recommendation: Approve and sign the contract documents

BUDGETARY IMPACT

Recommendation:	Approve the use of Sustainability Funds for this budgeted program
Funding Sources:	**General Fund**
Associated Costs	NA
Account Code:	001-1760-519. 31-93

ATTACHMENTS:	(2) Agreement for Contract Services
SUGGESTED REFERENCE MATERIAL:	Adopted ECSC Recommendations November 2009

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/8/2010	9/9/2010				9/13/10

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this 13th day of September, 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Rebuilding Together North Central Florida, a Florida not for profit corporation, with an address of 4550 SW 41st Boulevard- Suite 2, Gainesville, FL 32608 (the "Provider")

WITNESSETH

Whereas, the County desires to employ the Provider to provide a Summer Energy Audit Pilot Program ("the Product") (Exhibit 1) ; and,

Whereas, the Provider is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective upon signature by the parties hereto and shall continue until the services required hereunder have been satisfactorily completed.

2. **Duties of the Provider**. The Provider shall have and perform the following duties, obligations, and responsibilities to the County as provided in Attachment "A"

3. **Representations and Warranties.** By executing this Agreement, the Provider makes the following express representations and warranties:

   3.1. The Provider is a professional qualified to perform the services described.

   3.2. The Provider warrants all the work performed by the Provider is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

   3.3. The Provider acknowledges that the County's review of the work performed in no way diminishes the Provider's warranty pertaining to the work performed.

4. **Method of Payment**. For all services actually, timely and faithfully performed, the Provider will be paid as follows:

   4.1. The Provider shall be paid a sum not to exceed $26,000.00, for the contract term, allocated in the following manner:

   4.1.1. County shall pay Provider for services rendered and reimburse for materials purchased per Attachment A.

   4.2. As a condition precedent for any payment, the Provider shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Provider's invoice shall describe with reasonable particularity each service

rendered and the date thereof. The Provider's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Provider's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided have served a public purpose, that all obligations of the Provider covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Provider that payment of any portion thereof should be withheld. Submission of the Provider's invoice for final payment shall further constitute the Provider's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Provider to others, including its consultants, incurred in connection with the Project, will be paid in full. The Provider shall submit invoices to the County at the following address:

Alachua County Sustainability Program
ATTN: Sean McLendon
12 SE 1st St. Post Office Box 2877
Gainesville, FL 32602-2877

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Rebuilding Together North Central Florida
4550 SW 41st Boulevard- Suite 2
Gainesville, FL 32608

4.4 No Additional reimbursable expenses will be paid under this Agreement.

4.5 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Product.

5. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Provider: **Program oversight and management as specified in Attachment A**

6. **Notice**. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Provider's and County representative are:

County: Sean McLendon
Title: Sustainability Program Manager

Alachua County Sustainability Program
12 SE 1st St. PO Box 2877
Gainesville, FL, 32602-2877

Professional:

Rebuilding Together North Central Florida
4550 SW 41st Boulevard- Suite 2
Gainesville, FL 32608
ATTN: Melisa Miller, Executive Director

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby		Office of Management and Budget
Clerk of the Court		Attn: Contracts/Grants
Post Office Box 939	and	105 SE 1st Avenue, Suite 6
Gainesville, FL 32602		Gainesville, Florida 32601
ATTN: Finance and Accounting		

7. Default and Termination.

7.1. The failure of the Provider to comply with any provision of this Contract will place the Provider in default. Prior to terminating the Contract, the County will notify the Provider in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Provider seven (7) days to cure the default. The Sean McClendon is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Randall H. Reid is authorized to provide final termination notice on behalf of the County to the Provider.

7.2. The County may also terminate the Contract without cause by providing written notice to the Provider. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Provider will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Provider in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Provider's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Provider shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

7.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Provider. The County will be the final authority as to the availability of funds. The County will pay the Provider for all work completed prior to any notice of termination.

9. **Project Records.**

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Provider shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Provider's possession relating to the Agreement. Additionally, the Provider shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Provider may claim that some or all of Provider's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Provider in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Provider shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Provider as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Provider in writing of any request received by the County for disclosure of Provider's Confidential Information and the Provider may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Provider shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Provider shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Provider's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Provider shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Provider releases County from claims or damages related to disclosure by County.

10. **Insurance**. Provider shall purchase from and maintain, in a company or companies

lawfully authorized to do business in Florida, the following insurance coverage's in amounts not less than the following limits of liability. Coverage's shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Certificates of Insurance naming the County as an additional insured shall be delivered to County prior to execution of this Agreement.

10.1. General Liability -coverage in the minimum amounts specified below: General Liability $300,000 per occurrence Property Damage $300,000 per occurrence

10.2. Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes, if applicable.

11. Permits. The Provider will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. Laws & Regulations. The Provider will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Provider is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Provider is not familiar with state and local laws, ordinances, code rules and regulations, the Provider remains liable for any violation and all subsequent damages or fines.

13. Indemnification.

13.1. The Provider agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Provider further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Provider agrees that indemnification of the County shall extend to any and all work performed by the Provider, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Provider's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Provider. The Provider agrees to issue background checks on any staff or volunteer that interact with or enter into

citizen's homes.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. **Successors and Assigns**. The County and Provider each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

16. **Independent Contractor.** In the performance of this Agreement, the Provider is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Provider is solely responsible for the means, method, technique, sequence, and procedure utilized by the Provider in the full performance of the agreement.

17. . FORCE MAJEURE. Any deadline provided for in this Agreement may be extended, as provided herein, if the deadline is not met because of one of the following conditions occurring with respect to that pallicular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the patly affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The patly so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

18. **Collusion**. By signing this Agreement, the Provider declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest**. The Provider warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Provider shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

21. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

24. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

26. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction**. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

28. **Counterparts**:. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

29. **Entire Agreement**. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Witness to Mr. Reid

_____
Alachua County Attorney's Office

Rebuilding Together North Central Florida

. ATTEST (By Corporate Officer)
By: Robert Costello
Print: Robert Costello
Title: President

By: Melissa L. Miller
Print: Melissa L. Miller
Title: Executive Director

Exhibit 1

Attachment A: Summer Energy Audit Pilot Program Project

- Provide project management services to give energy audits and/or educational services for low-income and disadvantaged homes and apartments in Alachua County, Florida in a pilot energy conservation and audit service area. The project goal will be to reduce energy consumption and cost to low-income households, teach weatherization skills to families and children, track performance of retrofit homes over time (1 year), and report findings back to Alachua County on a monthly basis. Focused efforts in a geographically limited pilot energy conservation and audit service area are meant to catalyze a market transformation in the demand for weatherization services and the dissemination of energy conservation knowledge.

- The Provider will supervise office support staff and audit education teams.

- The Provider will provide recommendations to the County in defining the geographic limits of a pilot energy conservation and audit service area.

- The Provider will assist the County in communicating the project goals and applicant criteria to homeowners, renters, landlords and property managers.

- If possible, the Provider will assist the County in providing audit, educational and weatherization services to local Housing Authorities.

- The Provider will assist the County in recruiting participants for energy efficiency education and audit seminars, vetting the applicants based on Rebuilding Together and CWC qualification criteria and/or geographic location and if need be referring them to other not-for-profit and government provided energy conservation services if not serviceable by this pilot project.

Attachment A: Summer Energy Audit Pilot Program Project

· Scheduling audits, educational seminars or other weatherization services will be handled by the Provider.

The Provider will coordinate a pilot educational program and give out audit kits to county residents after they have been through a training class (audit seminars). Residents will come to the class and receive kits to do energy improvements on their own homes.

· Homeowner energy conservation education will be provided by the Provider for the targeted homeowners via targeted audit seminars..

· Distribution and installation of audit kits, energy and resource saving devices will be supervised by the Provider. Installation of these items will be done by the resident or by a trained audit team. Residents will be taught how to install energy efficient equipment at the seminars.

Attachment A: Summer Energy Audit Pilot Program Project

· Audit kits provided to residents will be co-branded with the Alachua County logo and the Community Weatherization Coalition logo composed of the following items as appropriate per structure. Quantities of items per home are average and approximate:

Item/Home	Audit Kit Item
12	Regular 13w CFLs. 12
1.5	.5 gpm bathroom aerators
1	1.5 gpm kitchen aerators
1	6' insulation for water heater piping 1
1	Toilet tank bag
1	Toilet diverter
1.5	Toilet leak tablets
10	Outlet & Switch gaskets
1	Fridge/freezer gauge
1	Therm. strip
2	Caulk Tubes
3	Weatherstripping

· The Provider will manage and schedule any professional services provided by other Providers or services that will enhance the energy efficiency or conservation of the subject homes (e.g. blown insulation).

· The Provider will report back monthly to the County on estimated utility savings and dollars saved per home, clients served or referred by the project, best practices, lessons learned and other performance management criteria. Written authorization will be asked from the homeowner to request utility data from their utility provider for a 1 year period to track the effectiveness of conservation and efficiency measures.

· The Provider will assist the County in preparing a final report and summation presentation to the County Commission at project completion.

#5838

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

M E M O R A N D U M

To: Bill Harlan
County Attorney

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 16, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

THOMPSON, SIZEMORE AND GONZALEZ, P.A.
Sixth Amendment to the Legal Services Agreement
Term: October 1, 2010 - September 30, 2011
(Option to renew for two additional one-year periods)
Amount: Rate Based Account:

Please forward this document to the vendor and keep a copy for your files. Your encumbrance number is enclosed. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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#5838

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Sixth Amendment to Legal Services Agreement Between Alachua County and Thompson, Sizemore, Gonzalez and Hearing, P.A.		
DEPARTMENT:	RETURN TO	CONTACT:	William E. Harlan, Jr.
County Attorney	William E. Harlan, Jr.	PHONE	374-5218
DOCUMENT(S) REQUIRING ACTION:	Sixth Amendment to Legal Services Agreement Between Alachua County and Thompson, Sizemore, Gonzalez and Hearing, P.A.	AMOUNT:	Rate Based

EXECUTIVE SUMMARY: None

BACKGROUND: Attached is the sixth amendment to the legal services agreement between Alachua County and Thompson, Sizemore, Gonzalez and Hearing, P.A., executed in 2004. This agreement with Thompson, Sizemore, Gonzalez and Hearing, P.A., is to provide professional legal services to the County, for advice and representation in the fields of employment law and labor law.

There is no change from the current agreement except the term. The County agrees to pay $130.00 per hour for authorized services performed by attorneys and $45.00 per hour for services performed by legal assistants. Other expenses will be reimbursed.

The term of this amended agreement runs from October 1, 2010, through September 30, 2011.

ISSUES: None

ACTION

Recommendation: Execute the amendment and return to County Attorney's Office for processing.

BUDGETARY IMPACT

Recommendation:

Funding Sources:

Associated Costs

Account Code:

ATTACHMENTS: Sixth Amendment to Legal Services Agreement Between Alachua County and Thompson, Sizemore, Gonzalez and Hearing, P.A.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
WEH for DWS			WEH	RHM	8/16/10

SIXTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
Thompson, Sizemore, Gonzalez and Hearing, P.A. FOR Labor Attorney Services

THIS SIXTH AMENDMENT to the agreement for legal services made and entered into this 18th day of August, 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Thompson, Sizemore, Gonzalez and Hearing, P.A., whose address is 201 N. Franklin Street, Suite 1600, Tampa, Florida 32601, hereinafter referred to as "TSGH":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated September 24, 2004, for the provision of legal services ("the Agreement"), and

WHEREAS, the parties amended the Agreement on August 25, 2005, October 2, 2006, September 28, 2007, October 6, 2008, and September 28, 2009, and

WHEREAS, the parties wish further to amend the Agreement.

NOW, THEREFORE, the parties hereby agree to amend the Agreement, effective October 1, 2010, as follows:

Section 1. Section 8, ***Term,*** of the Agreement is amended in its entirety to read:

Section 8. Term. The term of this agreement shall commence October 1, 2010, and remain in full force and effect until September 30, 2011. The County shall retain the option to renew this agreement for two additional one-year periods at the same terms outlined herein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement between the parties, as previously amended, shall be and remain in full force and effect. This amendment shall take effect upon expiration of the contract or amendment currently in effect.

IN WITNESS WHEREOF, the parties have caused this Sixth Amendment to the Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

Thompson, Sizemore, Gonzalez and Hearing, P.A.

_____
Name

_____
Title

Witness

_____

_____

#6761

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

M E M O R A N D U M

To: Ron Akins, Administrative Support Manager
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

C & S BUILDING MAINTENANCE
Fourth Amendment to the Agreement for janitorial services
Term: October 1, 2010 – September 30, 2011
(Option to renew for one additional 1-year period)
Amount: $ 2,266.71 Monthly Account: 001-1812-519.34-11
RFP #09-71

Please forward the document to the vendor and keep a copy for your file. Attached is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
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An Equal Opportunity Employer M.F.V.D.

#6761

ITEM DESCRIPTION: Fourth Amendment to the Agreement between Alachua County and C&S Building Maintenance for Janitorial Services in various County Buildings

DEPARTMENT:	**RETURN TO**	**CONTACT:** Charlie R. Jackson
Administrative Services/Facilities	Charlie R. Jackson	**PHONE:** 374.5229

DOCUMENT(S) REQUIRING ACTION:	Fourth Amendment to the Agreement between Alachua County and C&S Building Maintenance for Janitorial Services in various County Buildings	**AMOUNT:** $27,200.52 (decrease: $9,097.92=25.1% over FY10)

EXECUTIVE SUMMARY: This fourth amendment to the agreement with C&S Building Maintenance is to provide janitorial services for various County buildings. This amendment covers the period of October 1, 2010 through September 30, 2011 (with option to renew for one additional 1-year period) for additional janitorial services at the Public Works Modular Building. The reduction for FY11 includes cleaning of the Annex Bldg from 3 days to 2 days weekly and for the Agriculture Center cleaning from 5 days to 3 days weekly and with centralized trash removal for both buildings.

BACKGROUND: On March 11, 2008 the original agreement between Alachua County and C&S Building Maintenance was approved by the County Manager. Facilities Management is requesting the County to enter into this fourth amendment to provide janitorial services at the following locations: Administration Annex Building, Agriculture Extension Office and the Public Works Complex.

ISSUES: Janitorial and cleaning services are imperative to the proper upkeep of County facilities. The County does not have sufficient custodial and/or cleaning staff to provide all of the required services. Denial of this request would result in the above areas not being cleaned and maintained at acceptable levels.

Recommendation:	Approve and execute the Fourth Amendment to the Agreement with C&S Building Maintenance for additional Janitorial Services in various County Buildings

Recommendation:	Approve and execute the Fourth Amendment to the Agreement with C&S Building Maintenance for Janitorial Services in various County Buildings
Funding Sources:	Administrative Services General Fund
Associated Costs	N/A
Account Code:	001-1812-519.34-11

ATTACHMENTS:	Fourth Amendment to the Agreement with C&S Building Maintenance (1 original)
SUGGESTED REFERENCE MATERIAL:	N/A

FOURTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
C & S BUILDING MAINTENANCE FOR JANITORIAL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT, made and entered into this 21st day of July A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and C & S Building Maintenance, hereinafter referred to as "Contractor":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated March 11, 2008, for the provision of Janitorial Services; and,

WHEREAS, the parties hereto previously entered into a First Amendment, dated June 17, 2009; Second Amendment, dated October 8, 2009; Third Amendment, dated November 10, 2009; and

NOW, THEREFORE, the parties hereby agree to amend the agreement dated March 11, 2008 as follows:

A. Section 1. **Term.**

This Agreement is effective beginning October 1, 2010 and continuing through September 30, 2011 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for an additional one (1) one year period under the terms and specifications contained herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. Section#2, **Duties of the Contractor**, is amended in its entirety to read:

A. The contractor shall have and perform the following duties, obligations, and responsibilities to the County: two (2) days per week of general housekeeping and toilets/break rooms and with centralized trash removal at the Administration Annex Building located at 120 S. Main Street; three (3) days per week toilets/break rooms and three (3) days per week of general housekeeping and with centralized trash removal at the Agriculture

Extension Office located at 2800 NE 39th Avenue and two (2) days per week of general housekeeping and toilets/ break rooms at the Public Works Complex to include two (2) days per week of general housekeeping and toilets/break rooms and with centralized trash removal in the Modular Building located at 1205620 NW 120th Lane.

B. Contractor shall be responsible for all additional duties, obligations and requirements as provided in Attachment A.

C. Section #4, **Method of Payment**, is amended in its entirety to read: For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

A. The Contractor shall be paid monthly $399.42 for services rendered at the Administration Annex Building; $495.58 for services rendered at the Agriculture Center and $1,371.71 for services rendered at the Public Works Complex.

C & S Building Maintenance will be paid a total monthly fee of $2,266.71. The contractor may accept and perform additional services and assignment of buildings not specified in this contract. A written quote and change order will be required prior to payment of services for additional services and/or assignment of buildings.

B. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, monthly staffing list containing the names of the Contractor's employees and the dates, and buildings when and where those employees worked during the invoice period. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated March 11, 2008, as amended, between the parties, shall be and remain in full force and effect.

This fourth amendment shall take effect upon expiration of the contract or amendment currently in effect under the terms and specifications contained therein.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall H. Reid
County Manager

Attest to Randall H. Reid

By_____

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

C & S BUILDING MAINTENANCE

_____
Name

General Manager
Title

James Howard
Print Name

Attest (Corporate Officer)

Sandra K. Sweigard
Name

Office Manager
Title

Sandra K. Sweigard
Print Name

ATTACHMENT A

1.1 **Section A - Daily Duties / See attached building scheduled for days.**

1.1.1 **TOILET ROOMS** (Includes all restrooms, public and private, and Holding Cells).

1.1.1.1 Sweep floors.

1.1.1.2 Mop floors with a disinfectant solution.

1.1.1.3 Clean fixtures (toilets, urinals and lavatories) with a non-abrasive cleaner/disinfectant solution.

1.1.1.4 Clean walls, partitions, doors and other vertical and horizontal surfaces.

1.1.1.5 Empty and replace bags in all trash receptacles and sanitary napkin receptacles. Place debris in separate containers for disposal.

1.1.1.6 Fill all toilet room dispensers with soap, towels, tissue and related supplies.

1.1.1.7 Wipe and clean all bright metal.

1.1.1.8 Clean and polish mirrors.

1.1.1.9 Report any maintenance problems to Facilities Management using the minor maintenance report form.

1.1.1.10 Holding Cells. When unoccupied and unlocked, holding cell areas shall be cleaned, including a total disinfecting in and around urinals/toilets on a daily basis. If any toilet or sinks are stopped up, the Contractor shall use a plunger to attempt to clear drain lines.

1.1.2 **ROOM CLEANING** (Including break, kitchen, lobbies, corridors and entrances)

1.1.2.1 Empty trash receptacles and replace plastic liners in receptacles daily.

1.1.2.2 **Clean vertical and horizontal surfaces.**

1.1.2.3 Clean wash basins.

1.1.2.4 Fill all dispensers.

1.1.2.5 VACUUM ALL CARPET COMPLETELY including entrance and exit mats.

1.1.2.6 EDGE CARPETING near baseboards and in areas not reached by vacuum.

1.1.2.7 Mop hard surface flooring with treated medium. Remove any spots. Report any spots that cannot be removed to Facilities Management.

1.1.2.8 Mop kitchen's and/or break rooms hard surface flooring with a disinfectant solution, without streaking or leaving any mop debris.

1.1.2.9 Clean glass entrance and exit doors and glass panels.

1.1.2.10 Clean microwave tops and doors.

1.1.2.11 Vendor to move all recyclable waste/trash to designated building location.

1.1.3 **Elevators** (Doors, floors and walls)

1.1.3.1 Clean walls and doors of hand prints and smudges.

1.1.3.2 Mop or vacuum floors.

1.2 **Section B - Weekly Duties / See attached building scheduled for day.**

1.2.1 ROOM CLEANING (Includes break, kitchen, lobbies, corridors and entrances)

1.2.1.1 Dust office fixtures (desks, credenzas, tables, chairs etc.) with treated material. If surface is glass, Formica or steel, use damp cloth, leaving surface non-streaked and non-greasy. Do not move papers or personal items. Dust around office machines and communications equipment.

1.2.1.2 Dust file cabinets and all other horizontal surfaces including wall moldings.

1.2.1.3 Clean glass partitions, bookcase and other office fixtures that are glass.

1.2.1.4 Report any spots found on floors, carpet and hard flooring, to Facilities Management using the minor maintenance report form.

1.2.1.5 Vacuum/sweep all stairwells.

1.2.1.6 Clean cabinet doors in kitchen and break rooms.

1.3 **Section C - Monthly Duties First Week in Each Month, See attached building scheduled for day.**

1.3.1 ROOM CLEANING (Includes break, kitchen lobbies, corridors and entrances)

1.3.1.1 Dust Venetian blinds with wool duster, feather duster or vacuum. Clean to remove spots.

1.3.1.2 Dust all high (above 6') surfaces with wool duster, feather duster, or vacuum (i.e. tall file units, high shelves, room divers, door closers, and air vents etc).

1.3.1.3 For each floor drain, a minimum of one (1) gallon of fresh water is to be poured down to flush out and reseal. To this fresh water, a small amount of a deodorizer is to be added.

1.3.1.4 Clean hand rails, post and all associated parts to stairwells.

1.4 **Section D – Quarterly duties.**

1.4.1 Vacuum and/or brush all upholstered furniture to remove accumulated dust and debris

1.5 **Section E – Semiannual duties.**

1.5.1 Clean all spots from walls, furnishings, chair pads and all other hard surfaces. Report any spots that cannot be removed to Facilities Management using the minor maintenance form.

1.5.2 Scrub and clean all non sealed restroom floors

1.6 **Section F – Annual duties.**

1.6.1 The contractor shall provide interior and exterior window cleaning once per year between the months of April and May.

1.7 **Miscellaneous**

1.7.1 All employees, supervisors and management staff of contractor must be trained in fire and safety procedures, including the location of fire equipment and safety exits.

1.7.2 Report fires, hazardous conditions and items in need of repair.

1.7.3 Close windows; turn off lights and fans when not in use.

1.7.4 Turn in lost and found articles at the lost and found desk at the building.

1.7.5 Close doors and lock rooms in security areas after cleaning. Secure areas to be identified by the Facilities Manager.

1.7.6 Assign sufficient daytime staffing to be responsive to complaints related to night cleaning.

1.7.7 Contractor shall alert each of his/her employees to exercise a reasonable vigilance in implementing this policy and to notify the Facilities Manager on duty when an unauthorized or suspicious person is seen on the premises. Friends or family members are not allowed in building with employees. Only employees with Alachua County ID cards approved by Facilities Management are allowed in County buildings after closing to the public, or in secure areas of buildings that are cleaned during working hours.

1.7.8 Any mop water that is dumped down a floor drain, will required a minimum of one (1) gallon of

fresh water to be poured down said floor drain to flush it out. To this fresh water, a small amount of a deodorizer is to be added.

1.7.9 **NOTE:** Any cleaning schedule for Fridays, with permission from Facilities Management, may be moved to Saturdays or Sundays.

1.8 Supplies, Materials, Equipment and Utilities

1.8.1 Furnished by Alachua County

1.8.1.1 Electrical power at existing outlets for the operation of equipment necessary to perform the work under this Contract.

1.8.1.2 Hot and cold water as necessary.

1.8.1.3 All paper products needed for restrooms, kitchens and office areas. All cleaning chemicals needed to perform the work under this Agreement including chemicals need for seasonal cleanings. See Supply and Materials management procedure for County supplies **ATTACHMENT B**

1.8.1.4 Space in the building for the storage of bulk supplies furnished by the County and the contactor's equipment necessary to perform the work under this Agreement. The Contractor shall maintain this space in a neat and orderly condition. Alachua County will not be responsible in any way for theft or damage to the Contractor's stored supplies, materials, replacement parts, or equipment.

1.8.1.5 Janitor's closets, where available, at various points throughout the building, for storing equipment including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the Contractor.

1.8.1.6 Any equipment stored in janitor's closets that are the property of Alachua County will not in any way be used by the Contractor or His/Her employees to perform any task to fulfill this Agreement unless the Contactor has written approval from Facilities Management before use.

1.8.2 Furnished by the Contractor

1.8.2.1 All personnel, supplies, materials and equipment necessary to perform the work under this Agreement unless otherwise specified herein. These items shall be of a quality to conform to applicable industry standards and not cause damage to the property. Fifteen (15) days prior to the commencement of the Agreement, the Contractor must supply to the Facilities Manager, or his designated representative, a list giving the name of the manufacturer, the brand name and intended use of each items that are proposed to be used in the performance of the work. The Facilities Manager, or his designated representative, will approve all items prior to usage. Contractor shall only use items that have been approved by the Facilities Manager, or his designated representative.

1.8.2.2 All necessary cleaning equipment including industrial type vacuum cleaners, etc., necessary to perform the work under this Agreement. Such equipment shall be of the size and type customarily used in work of this kind. The Contractor shall provide appropriate equipment for office/break/kitchen trash removal so as to avoid the possibility of floor damage due to dragging of trash bags. The equipment used to move trash in a County elevator must not in any way cause damage to said elevator. All equipment shall be approved by the Facilities

Manager, or his designated representative.

1.8.2.3 The Contractor shall provide a uniform for employees. An acceptable dress for employees can be as simple as a company T-shirt with company name and/or logo. The uniform will be worn at all times when performing services at County Facilities.

1.8.3 **Security Clearances - Security clearances are required to be approved for all contractor employees prior to start of work.**

1.8.3.1 The Contractor shall submit to the Facilities Manager, or his designated representative, during the bidding and negation phases as a part of the qualification process the vendor must provide proof of background checks on the Owner and the Project Management staff including Operations Managers, Supervisors, and or lead personnel. The County reserves the right to verify the accuracy of the information submitted by the potential Contractor.

1.8.3.2 Alachua County shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for employees assigned to the Contract. Alachua County may, as it deems appropriate, authorize and grant temporary clearance to any such employee which shall not be considered as assurance that a full clearance will follow as a result or condition thereof; and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by Alachua County.

1.8.3.3 Alachua County will use the Security Access level decision Matrix to approve or disapprove vendor/employee access to County buildings. See Matrix and building category form at **ATTACHMENT A**.

1.8.3.4 Exception/Waiver Request: On a case by case basis a contractor can submit a waiver to the County requesting that a critical employee with some violations in their background history be allowed to perform services in the County Facilities. This waiver will be completed by the contractor as the approval and or disapproval decision will rest with the County. If the waiver is approved, the contractor must agree to ensure that the employee whom the waiver was submitted for is always accompanied by an employee with no convictions. If an unaccompanied employee with an approved waiver is ever identified in a County facility alone he/she can be denied entry by the County for the purpose of cleaning.

1.8.3.5 Background checks and reports are the sole responsibility of the Contractor. Payments of said checks will the Contractors responsibility.

1.8.3.6 Contractor must provide proof of employee background checks at least 48 hours before the employee starts work.

1.9 **Identification/Building Pass**

1.9.1 The Contractor shall ensure that every new employee assigned to this Agreement has a photo identification badge/building pass before the employee begins duty. The Contractor's representative shall sign each pass issued. The Contractor shall see that all badges/passes are returned to the Facilities Manager, or his designated representative, as any employees are

dismissed or terminated, and when the Agreement expires. All badges/passes must contain an expiration date.

1.9.2 The Contractor shall ensure that all employees assigned to this Agreement wear their badge/pass during duty hours in a clearly visible spot. The Facilities Manager, or his designated representative, shall periodically verify badges/passes of Contractor employees with their personal identification. The Contractor shall make all employees assigned to this Agreement available for photo identification badges/passes on a schedule to be worked out with the Facilities Manager, or his designated representative. The badges/passes will be made by the County before an employee may begin work and only after a favorable background, check has been received on the employee. Employees shall sign each badge/pass at the time of photographing.

1.10 **Building Security and Access Control**

1.10.1 The Contractor shall issue the photo identification/Building Pass Badge to the employees assigned to this Agreement each day as they report for work and shall collect the badges at the end of the work shift before the employees leave the building.

1.10.2 The Contractor shall see that all badges are returned to the Facilities Manager, or his designated representative, when employees are dismissed or terminated. The Contractor will notify the Facilities Manager, or his designated representative, when employee's badge is lost. It will be the responsibility of the Contractor to pay for replacement badges at a cost of $15.00 per badge. No employee will be allowed to work without a current badge.

1.10.3 An itemized list of employees assigned to each facility, showing the employee's full name, address, telephone number, date and place of birth, and social security and driver's license numbers, shall be submitted to the Facilities Manager, or his designated representative. This list is to be kept current by the Contractor and changes promptly submitted to the Facilities Manager, or his designated representative.

1.10.4 The Contractor shall be furnished means of access to all rooms requiring cleaning. Any keys issued to the Contractor for such use shall not be removed from the premises at any time, or duplicated by the Contractor. Exceptions will be addressed by the Facilities Manager, or his designated representative, on an individual basis, based upon specific circumstances.

1.10.5 Any area to which Contractor is provided access by means of a key shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any employees assigned to this Agreement.

1.10.6 Upon completion of cleaning in a prescribed area, the Contractor's employees shall turn off all the lights in the area, so that upon completion of duties, all lights not required for insurance purposes, (i.e. night and exit lights) shall be extinguished, and all doors and windows secured. The Contractor's building supervisor and/or lead person shall check to ensure that all requirements are met, prior to release of work crew for the day, including the replacement of all furniture and equipment moved during the cleaning process.

1.10.7 Keys and or keycards for all County buildings shall be issued to the contractor by Facilities Management, and will be returned to Facilities Management upon termination of this Agreement.

If any building key(s) are lost or not returned upon termination of this Agreement, the Contractor shall pay for all necessary lock changes and key re-issuances. For all County buildings **NOT USING THE BEST KEY SYSTEM**, to replace damage or broken building key(s), the contractor shall pay a $15.00 fee for each key. To have a broken or damage building key removed from a lock, the contractor will pay a $50.00 fee pulse the fee to replace said key and if necessary the replacement cost of the lock.

1.10.8 **WHERE THE BEST KEY SYSTEM IS USED**, both Courthouses, Consolidated Communications Center, Sheriffs buildings etc. to replace damage or broken building key(s), the contractor shall pay a $50.00 fee for each key. To have a broken or damage building key removed from a lock, the contractor will pay a $150.00 fee pulse the fee to replace said key and if necessary the replacement cost of the lock.

1.10.9 For the replacement of any keycard, the Contractor shall pay a $25.00 fee for each keycard.

1.10.10 Replacement keys from Facilities Management for janitorial dispensers that are lost and/or damage will have a replacement fee of $5.00 per key. Note: these keys may be replaced by the contractor on his/her own cost.

1.10.11 The County shall not be responsible to any of the Contractor's employees for loss of any personal property.

1.10.12 The Contractor shall provide secure storage for employees' personal possessions. All personal items, with the exception of jewelry and medication, will be held by the Contractor during work hours.

1.10.13 It will be the responsibility of the Contractor to establish and inform the Facilities Manager, or his designated representative, of procedures related to the employees assigned to this Agreement to prevent theft of the property of Alachua County and its employees.

1.10.14 It will be the responsibility of the Contractor to establish adequate procedures to eliminate use by the employees assigned to this Agreement of the property of Alachua County or of its employees. This property includes, but is not limited to the following:

1.10.14.1 Telephone System;
1.10.14.2 Computer Equipment;
1.10.14.3 Audio/Video Equipment;
1.10.14.4 Typewriters;
1.10.14.5 Calculators;
1.10.14.6 Duplicating Equipment;
1.10.14.7 Radios;
1.10.14.8 Projection Equipment

1.10.15 Discovery by Alachua County of wrongful use shall be referred to the Contractor for appropriate action, requiring reimbursement by the Contractor when a specific monetary loss or misuse can be directly attributed to one of the employees assigned to this Agreement.

1.10.16 It is the responsibility of the Contractor to establish adequate procedures to eliminate FALSE ALARMS. The contractor shall pay all false alarm fees that are charged to the County by law enforcement, which were set off by the contractor's janitorial staff

Alachua County Facilities Management Janitorial Building Service

BUILDING	SECTION	GENERAL HOUSEKEEPING							TOILET/BREAK ROOMS						
		MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN
Administration	Basement, Restrooms								A		A		A		
66,500 Sq. Ft.	1st Floor	A		A		A,B,C			A		A		A		
	2nd Floor	A		A		A,B,C			A		A		A		
	3rd Floor	A		A		A,B,C			A		A		A		
	4th Floor	A		A		A,B,C			A		A		A		
Administration Annex	1st Floor	A		A		A,B,C			A		A		A		
11,000 Sq. Ft.	2nd Floor	A		A		A,B,C			A		A		A		
	3rd Floor	A		A		A,B,C			A		A		A		
Agriculture Center	All but Auditorium	A		A		A,B,C			A		A		A		
8,340 Sq. Ft.	Auditorium	A		A		A,B,C									
Animal Control	Lobby area	A,B, C		A		A			A		A		A		
6,000 Sq. Ft.	Office area	A,B, C		A		A									
	Employee, back								A		A		A		
Community Support	All	A		A		A,B,C			A		A		A		
18,121 Sq. Ft.															
Consolidated Com Center	All	A		A		A,B,C			A		A		A		A
23,870 Sq. Ft.															
Courthouse, Civil	Basement	A		A		A,B,C			A		A		A		
	1st Floor	A		A		A,B,C			A	A	A	A	A		
	2nd Floor	A		A		A,B,C			A	A	A	A	A		
	3rd Floor	A		A		A,B,C			A	A	A	A	A		
	4th Floor	A		A		A,B,C			A	A	A	A	A		
Courthouse, Criminal															
108,000 Sq. Ft.	1st Floor	A	A	A	A	A,B,C			A	A	A	A	A	A	
	2nd Floor	A	A	A	A	A,B,C			A	A	A	A	A	A	
	3rd Floor	A	A	A	A	A,B,C			A	A	A	A	A	A	
	4th Floor	A	A	A	A	A,B,C			A	A	A	A	A		
Fire Rescue Headqtrs.	1st Floor	A		A		A,B,C			A		A		A		

BUILDING ADDRESS

BUILDING	ADDRESS
ADMINISTRATION	12 SE 1st STREET
ADMINISTRATION ANNEX	120 S MAIN STREET
AGRICULTURE CENTER	2800 NE 39th AVE
COMMUNITY SUPPORT/HEALTH DEPT.	218 SE 24th STREET
CONSOLIDATED COM CENTER	2620 HAWTHORNE RD.
COURTHOUSE, CIVIL	201 E UNIVERSITY AVE
COURTHOUSE, CRIMINAL	200 S MAIN STREET
FIRE RESCUE HEADQTRS	913 SE 5th STREET
HAZARDOUS HOUSEHOLD	5125 NE 63rd AVE
PUBLIC DEFENDERS	33 N MAIN STREET
PUBLIC WORKS	5620 NW 120th LANE
SHERIFFS HEAD QUARTERS	2621 SE HAWTHORNE ROAD
STAR GARAGE	105 SE 2nd AVE
STATE ATTORNEY	120 W UNIVERSITY AVE
TAG AGENCY-34TH ST	5801 NW 34th STREET
TAG AGENCY-BUTTER	3946 SW ARCHER ROAD
TRANSFER STATION	5115 NE 63rd AVE
WILSON BUILDING	26 N. 1st Street

NOTE: ALL ADDRESS ARE GAINESVILLE, FL.

BUILDING	SECTION	GENERAL HOUSEKEEPING							TOILET/BREAK ROOMS						
		MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN
12,900 Sq. Ft.	2nd Floor	A		A		A,B,C			A		A		A		
Hazardous Household	Lobby and Restrooms					A,B,C			A		A		A		
1000 Sq. Ft.															
Public Defenders	1st Floor, Public	A		A		A,B,C			A	A	A	A	A		
16,000 Sq. Ft.	1st Floor, Employee	A		A		A,B,C			A	A	A	A	A		
	2nd Floor	A		A		A,B,C			A	A	A	A	A		
	3rd Floor	A		A		A,B,C									
Public Works	Admin	A		A		A,B,C			A		A		A		
44,000 Sq. Ft.	Fleet	A		A		A,B,C			A		A		A		
	Parks	A		A		A,B,C									
	Warehouse	A		A		A,B,C			A		A				
Sheriffs	Head Quarters	A		A		A,B,C			A		A		A		
37,900															
Star Garage	Court Reporting; S1	A		A		A,B,C			A		A		A		
16,300 Sq. Ft.	Court Adm.; S2A	A		A		A,B,C			A		A		A		
	Equal Opportunity; S2B	A		A		A,B,C			A		A		A		
	Waste Collections; S5	A		A		A,B,C			A		A		A		
	Management & Budget; S6	A		A		A,B,C			A		A		A		
	Guardian Ad Litem; S7	A		A		A,B,C			A		A		A		
	Court Depositions; S7	A		A		A,B,C			A		A		A		
State Attorney	1st Floor, public	A		A		A,B,C			A	A	A	A	A		
34,000 Sq. Ft.	1st Floor, Employees	A		A		A,B,C			A	A	A	A	A		
	2nd Floor	A		A		A,B,C			A	A	A	A	A		
	3rd Floor	A		A		A,B,C			A	A	A	A	A		
Tag Agency, 34th St.	All	A		A		A,B,C			A		A		A		
3,650 Sq. Ft.															
Tag Agency, Archer Rd.	All	A		A		A,B,C			A		A		A		
2,700 Sq. Ft.															
Transfer Station, Admin.	All	A		A		A,B,C			A		A		A		
3,440 Sq. Ft.															
Wilson Building	1st Floor	A		A		A,B,C			A		A		A		
28,000 Sq. Ft.	2ND Floor	A		A		A,B,C			A		A		A		

Building Security Levels

Category Type	Building Type	Facility	Level of Security	Offenses that Deny Access
A	Judicial	Criminal Courthouse Civil Courthouse Court Services Voters Warehouse Public Defenders Sheriffs HQ	High	Level A Offenses Level B Offenses Level C Offenses Level D Offenses Level E Offenses Level F Offenses All other offenses will be handled on a case by case basis
B	Administration, Elected, and Constitutional	Administration Bldg Administration Bldg. Annex CCC Records Retention Star Garage Community Support	High to Moderate	Level A Offenses Level B Offenses Level C Offenses Level D Offenses Level E Offenses All other offenses will be handled on a case by case basis
C	Support Services	Public Works Fire Rescue HQ Fire Stations Tag Agency 34th Tag Agency BP	Low	Access will be granted on a case by case basis
D	Warehouse/ Shops	Facilities Transfer Station Hazardous Warehouse Animal Control Ag Center	Minimal	Access will be granted on a case by case basis

Level A Offenses Crimes Against Persons
Level B Offenses Crimes Against Property
Level C Offenses Crimes involving health and Safety
Level D Offenses Crimes Involving Morals and Decency
Level E Offenses Crimes Against Minors

ATTACHMENT A

Janitorial Supplies Provided By Alachua County Facilities

Items

Skylight Glass Cleaner

Foam Burst Bathroom Cleaner

Frequency 256, All Purpose Cleaner

Reflecta, Neutral Floor Cleaner

Kil-Odor (Country Morning)

Stainless Steel Cleaner

Hand Soap

Furniture Polish

Dust Mop Treatment

Spray Bottles

Tile and Grout Cleaner

Toilet Tissue

Hand Towels (Roll)

Hand Towels (multifold)

Liner, 60 gallon (large)

Liner, 33 gallon (Medium)

Liner 16 gallon (Small)

Liner, wax bag

Toilet seat covers

Note: At the start of the contract, the County will pre-stock all buildings with at least 15 days of supplies. Each contractor must request the replacement of used supplies by completing a Janitorial Supply Request Form and submitting it to the Alachua County Facilities Division, in accordance with Standard Operating Procedures (SOP). The County reserves the rights to make changes to this list as it may see fit.

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS

When this Agreement or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS
The policies are to contain, or be endorsed to contain, the following provisions:

I **Commercial General Liability and Automobile Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects:** Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. **The Contractor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work

performed by the Contractor for the County.

III **All Coverages**

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the Agreement (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

and Mailing Address **c/o Periculum Services Group**
P.O. Box 257
Portland, MI 48875

#6950

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

MEMORANDUM

To: Rob Avery, Parks Superintendent
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

EXTREME KLEEN JANITORIAL
First Amendment to the Parks Janitorial Services Agreement at Copeland Park
Term: October 1, 2010 – September 30, 2013
Amount: $9,125.00 Annually Account: 001-4100-572.34-11 &
BID #09-19 008-4100-572.34-11

Forward the document to the vendor and keep a copy for your files. Attached is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

#6950

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to Agreement for Contractual Services Between Alachua County and Extreme Kleen Janitorial.		
DEPARTMENT: Public Works/Parks	**RETURN TO** Vernest LeGree	**CONTACT:** Vernest LeGree **PHONE** 352-374-5245 x 219	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to Agreement for Contractual Services between Alachua County and Extreme Kleen Janitorial	**AMOUNT $9,125.00**	

EXECUTIVE SUMMARY: This Agreement provides for annual janitorial services at Copeland Park. This First Amendment is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

BACKGROUND: On July 31, 2008 bids were received and opened for parks janitorial services. Extreme Kleen Janitorial was the lowest responsible bidder for janitorial services at Copeland Park. The cost of janitorial services for Copeland Park is $25.00 per cleaning at a total cost of $9,125.00. This agreement was set forth with the option by the County to renew for one (1) additional three (3) year period under the terms and specifications.

ISSUES: None

ACTION

Recommendation: Approve the First Amendment to Agreement between Alachua County and Extreme Kleen Janitorial for Janitorial Services

BUDGETARY IMPACT

Recommendation:	Funds are currently budgeted in FY 11
Funding Sources:	General Fund and MSTU
Associated Costs	None
Account Code:	001-4100-572.34-11 and 008-4100-572.34-11

ATTACHMENTS:	First Amendment to Agreement for Contractual Services Between Alachua County and Extreme Kleen Janitorial
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
8/17					8/30/10

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 30th day of August, 2010, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Extreme Kleen Janitorial**, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties previously entered into an agreement dated January 2, 2009, for the provision of janitorial services at the **Copeland Park** restrooms; and

WHEREAS, the parties wish to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and as contained in the original agreement, the parties agree as follows:

A. **Section 1, *Term*,** is amended in its entirety to read.

1. **Term** This Agreement is effective beginning October 1, 2010 and continuing through and including September 30, 2013.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon the expiration of the Agreement currently in effect under the same terms and specifications contained therein.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of that original Agreement between the parties dated January 2, 2009 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

By: _____
Lorenzo Hill
Extreme Kleen Janitorial

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 12TH day of AUGUST, 2010, by LORENZO HILL, and who is personally known to me or who has produced FL DRIVERS LICENSE as identification.

_____ Jerry C. Tidwell
Notary Public

JERRY C. TIDWELL
MY COMMISSION # DD 894632
EXPIRES: September 30, 2013
Bonded Thru Notary Public Underwriters

My commission expires: 9-30-13
Commission No. DD 894632

#5792

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 5, 2010

MEMORANDUM

To: Ramesh Buch
Environmental Protection

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on September 21, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manger on the above referenced date. Also attached is a copy of the Green Sheet.

THE NATURE CONSERVANCY
Second Amendment to the Professional Services Agreement to provide real estate negotiation services
Term: October 1, 2010 – December 31, 2010
Amount: $6,000.00 **Account: Multiple**

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

#5792

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Amendment 2 to Professional Services Agreements for the provision of negotiation services for land acquisitions on all real estate transactions for Alachua County Forever.**

DEPARTMENT:	RETURN TO	CONTACT:	Ramesh Buch
EPD	Chris Bird	PHONE #:	264-6804

DOCUMENT(S) REQUIRING ACTION:	Amendment 2 to Professional Services Agreement	AMOUNT: $6,000

EXECUTIVE SUMMARY: Staff is requesting this Amendment to continue the professional services rendered by The Nature Conservancy for an additional three (3) months. Staff believes the acquisitions workload will be manageable after that date. The term is only extended through December 31, 2010, and the rate is reduced to $6,000 per quarter for this one quarter.

BACKGROUND: Resolution 09-10 allows for the hiring of specialized negotiating services and the BoCC executed the original Agreement on August 10, 2004 to hire The Nature Conservancy (TNC) to negotiate on the County's behalf on Alachua County Forever projects. TNC, an international conservation non-profit, was established in 1951 to preserve plants, animals and the natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive. That Agreement was extended by the BoCC through Amendment 1 on September 11, 2007 for an additional three years. Staff is wrapping up the acquisitions and feels their assistance will be needed for an additional three months.

Since January 2005, on behalf of Alachua County, TNC has:

* Worked on over 126 transactions
* directly facilitated the County's acquisition of 15 projects, assisted staff with 13 more
* written four successful grants to aid the acquisition of additional properties
* leveraged over $10 million towards acquisitions that resulted in no local expenditures
* met with landowners as part of the ACF outreach and education program.

ISSUES: The ACF staff and the County Attorney review these services to ensure the quality and accuracy of the service.

ACTION

Recommendation: Execute the Amendments to the Agreements

BUDGETARY IMPACT

Recommendation:	Fees reduced to $6,000 for 3 months.
Funding Sources:	Wild Spaces and Public Places Surtax Proceeds
Associated Costs	none
Account Code:	Multiple in Fund 302 depending on acquisition projects.

ATTACHMENTS:	Amendments (2) to Agreements with The Nature Conservancy.
SUGGESTED REFERENCE MATERIAL:	Resolution 09-10

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
RBB CB		(B)	R	RHL	9/21/10

Rev 8-2003

SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
THE NATURE CONSERVANCY FOR PROFESSIONAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and The Nature Conservancy, a non-profit District of Columbia corporation as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Agreement dated August 10, 2004, as amended by First Amendment dated September 11, 2007, (the "Agreement") which First Amendment extended the term of the Agreement through September 30, 2010, for the provision of professional real estate negotiation services; and

WHEREAS, the parties desire to further amend the Agreement.

NOW, THEREFORE, the parties hereby agree to amend the Agreement, as amended, as follows:

Paragraph 1. "Term" amended to read: "This Agreement is extended for three months beginning October 1, 2010 and continuing through December 31, 2010, unless earlier terminated as provided herein."; and

Paragraph 2. "Duties of the Consultant", sub-paragraph a. is stricken and the rest of Paragraph is re-numbered accordingly; and

Paragraph 3. "Duties of the County", sub-paragraph a. is stricken and the rest of Paragraph is re-numbered accordingly; and

Paragraph 7. "Payment", sub-paragraph a. is amended to read: "For the services provided under Subparagraphs 2.a through 2.j of this agreement for the term of this Second Amendment, Consultant will be paid Six Thousand Dollars ($6,000.00), (the "Contract Fee").

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement as amended shall be and remain in full force and effect.

This second amendment shall be effective as of the date hereof upon specifications contained herein.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (corporate officer)

By: _____
Print: Geoff Rice

Title: Assistant Secretary

THE NATURE CONSERVANCY, a nonprofit District of Columbia corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended

By: _____
Jeff Danzer, State Director

Date: 9-10-10

LEGAL REVIEW: _____ 09/08/10

January 11, 2011 Regular BOCC Meeting
Agenda Item #23

Title
Section 6.2 payment to Brooks Air Systems for an Emergency Installation of Cooling System at the Correctional Facility (Amended)

Amount
$8,800.00

Description
Request Authorization to process a Section 6.2 payment to Brooks Air Systems for an Emergency Installation of a Cooling System at the Correctional Facility

Recommendation
Authorize the Chair to approve payment to Brooks Air Systems for an Emergency Installation of a Cooling System at the Correctional Facility

Alternative(s)
Do not authorize and provide direction to staff

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Brooks Air Systems Invoice #9965

Documents Requiring Action
None

Executive Summary
Alachua County Facilities is responsible for performing maintenance and repairs in all County buildings. An emergency purchase was required to insure continued safe operations at the Jail. Policy states purchases greater than $2,500 that do not go through the County's established procedures require authorization from the Board.

Background
In late August, the house RTU for the Jail Command Center was failing and had caused the equipment, that was just installed by MTS and Stanley, to overheat The Video Visitation System and the new Pelco Camera System cannot be without cooling 24 hours a day. The systems are around 12,000 BTU of heat which the house system would supply when it works. Installation of a temporary cooling system took place in September. We installed a 2-ton mini split in the Command Center computer room that is powered by the emergency generator circuit. Cored drilled three 4' holes through concrete walls to the computer room for the utilities and line sets for refrigerant pipes.

Issues
Delaying the installation of a split system would have had a detrimental impact on daily operations of the Correctional Facility.

Fiscal Recommendation
Funds in the amount of $8,800.00 for this purchase exist.

Fiscal Alternative(s)
N/A

Funding Sources
Admin. Services/Facilities General Fund

Account Code(s)
001-1812-519.46-30

Attachment: BROOKS_AIR_INVOICE.pdf

17

BROOKS AIR SYSTEMS

11196 St. Johns Ind. Pkwy, S.
Jacksonville, FL 32246

Invoice

Date: 11/17/2010
Invoice No.: 9965

Bill to: ALACHUA COUNTY FACILITIES MGMT
105 SE 1ST AVE., SUITE 2B
GAINESVILLE, FL 32601

Service at: ALACHUA COUNTY JAIL
3333 NE 39th AVENUE
GAINESVILLE, FL 32609

Customer ID: AL11

Description: Work Order 3100333 Quoted Job **Reference:** Work Order 3100333

Terms: **PO Number:**

Item	Description	Quantity	Unit Price	Amount
Miscellaneous				
	Final Billing EMERGENCY T&M, INSTALLED DAIKIN RX24HVJU / FTXS24DVJU, PROVIDED ELECTRICAL WORK AND CORE BORING, PROVIDED ALL MATERIAL TO INSTALL UNIT (COPPER PIPE, FITTINGS, ETC...)	1.00	8,800.00	8,800.00
			Miscellaneous Subtotal	**8,800.00**

11-17-10 AT 8:27 IN DB

Approve | For | Payment
Fund | Dept. | Acct.

Subtotal:	8,800.00
Sales Tax:	0.00
Total Due:	**8,800.00**

January 11, 2011 Regular BOCC Meeting
Agenda Item #24

Title
Comparison of LEED vs. Green Globes (Amended)

Amount
N/A

Description
Request to approve for staff to proceed with Green Globes

Recommendation
Authorize staff to perform a Green certification and building performance comparison between LEED and Green Globes and make a selection based on the benefits associated with the environment, economics and building performance.

Alternative(s)
Do not approve and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Comparison of LEED vs. Green Globes document

Documents Requiring Action
N/A

Executive Summary
To provide the Board of County Commissioners with information relating to Green Standards required by the Unites States Green Building Council (USGBC) verses those required by Green Building Initiative's Green Globes Certification standards.

Background
In 2002, the Board of County Commissioners adopted a Energy Reduction and Water Conservation Resolution. Since that time we have successfully implemented a countywide energy program which has resulted in one of the most aggressive programs in the nation. A critical component in this plan requires the County to design, build, verify and maintain green buildings. The adoption of the plan resulted in certification of several "Green" Buildings by the County. Since that time, County staff has become more familiar with the rating standards specified in the Green Globes Certification Program. In 2009, the United States Green Building Council (USGBC) revised their rating standards raising the total points from 69 to 110 points. While the rating system under Green Globes has a total of 1000 points with a greater emphasis on Life Cycle Analysis (LCA) and building performance. After investigating both programs, staff would like to perform building performance analysis and comparisons to determine what approach is best for each project as the benefits may vary between projects.

Issues
If the Board denies or disapprove of the request, County staff will be limited to certify green buildings to only the standards

associated with US Green Building Council's LEED Standards as opposed to allowing staff to conduct building performance comparisons throughout the industry.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: LEED_VS_GREEN_GLOBES.pdf

Comparison of LEED vs Green Globes

Background: In 2002, the BoCC adopted a Energy Reduction and Water Conservation Resolution. Since that time we have successfully implemented a countywide energy program which has resulted in one of the most aggressive programs in the nation. A critical component in this plan requires the County to design, build, certify and maintain green buildings. The adoption of the plan resulted in certification of several "Green" Buildings by the County.

Purpose: Is to provide the BoCC with information relating to Green Standards set forth by the United States Green Building Council (USGBC) verses those required by Green Globes.

What is the United States Green Building Council (USGBC)? The USGBC is based in Washington, D.C. is the owner of the Leadership in Energy and Environmental Design Program (LEED). The USGBC comprises of the nation's foremost coalition of leaders from across the building industry working to promote buildings that are environmentally responsible, profitable and healthy places to live and work. Membership consists of Architects, Engineers, Builders, Manufacturers, Developers, Government Entities (Federal, State and Local), Owners, Financial Institutions, Retail Companies and others.

Definition: LEED – Leadership in Energy and Environmental Design is an internationally recognized green building certification system, providing third party verification that a building or community was designed and built using strategies aimed at improving performance across metrics that matter the most in the six evaluated areas:

Areas	LEED 2.2	LEED 3.0
Sustainable Sites (transportation, heat island disturbances)	14	26
Water efficiency (irrigation, water use reduction)	5	10
Energy and Atmosphere (commissioning, green power)	17	35
Material & Resources (reuse, recycle,)	13	14
IEQ (day-lighting, low – e/VOC)	15	15
Innovation (other sustainable ideas, LEED Professional)	5	6
Regional priority Credits	N/A	4
Total Points	69	110

Pre-certification Estimates Points (**Certified** 26-32, **Silver** 33-28, **Gold** 39-51, & **Platinum** 52-69)

LEED 2009 for new construction & Renovation **Certified** 40-49, **Silver** 50-59, **Gold** 60-79, & **Platinum** 80 - 100

Estimated Cost: $12,950.00

Process: Lengthy and very time consuming

Personnel Certification: Yes, LEED Professionals Designation

Definition: Green Globes—Green Globes Initiative is a revolutionary green building guidance and assessment program, which offers an effective, practical and affordable way to advance the overall environmental **performance** and **sustainability** of commercial buildings.

What is Green Building Initiative? Green Building Initiative was originated in Canada is a non-profit organization. Like LEED it too comprise of representative from all industries. Governed by a multi-stake holder's board. GBI is the developer and administrator of the *Green Globes Green Building Assessment System*

Mission: is to accelerate the adoption of building practices that result in **energy efficient**, healthier and environmentally **sustainable buildings** by promoting credible and practical green building approaches for residential and commercial construction.

Why was Green Globes created? To raise consumer education, recognize best GREEN practices, produce qualified assessors, market rating/certification system and provide guidance for green construction and operations.

Seven Evaluated Areas:

Energy	300
Water	75
Pollution (emission, solid, waste, effluents)	100
Material/Product Inputs	90
Indoor air quality & occupant comfort	200
Transport	80
Site ecology	115
Other sustainable systems and processes	40
Total Available/Required Points	1000

Green Globes v-0 Estimates Points (One Globe 350 – Entry Level **Certified**, Two Globes 550 – **Silver** Certified, **Three** Globes **Gold** 700, & **Four** Globes 850 to 1000 **Platinum**)

AGENDA ITEM

LEED and GREEN GLOBE COMPARISION

LEED

1. Required detailed documentation for every point pursued in the certification process.
2. Uses seven generic categories of analysis: Sustainable Sites, Water Efficiency, Energy and Atmosphere, Material and Resources, Indoor Environmental Quality, Innovation and Design Process and Regional Priority Credits.
3. To date, we believe that Life Cycle Assessment (LCA) is not sufficiently addressed.
4. Has pre-requisites for building certification and requires a minimum performance level.
5. Addresses an estimated 80% of available points in Green Globes.
6. Assessments are done and filed by a LEED AP and information is paper based and not easily accessible.
7. LEED cost approximately **$12,950** for the process.

GREEN GLOBES

1. Does not require any ongoing documentation, but it may be required as proof of compliance during third party assessment.
2. Incorporates the Energy Star Portfolio application as part of the survey.
3. Each question is weighed with points (in all totaling up to 1000). The overall rating is tracked as questions are answered. The overall rating is based however on a percentage, not on total points.
4. Rating criterion requiring more emphases on LCA of building materials.
5. Addresses over 85% of the points specified in LEED.
6. Online eco-calculator (developed by the Athena Institute) helps with building assessment. All building information available online.
7. The total cost for Green Globes, not including facility improvements, is approximately **$5000-$7000** (registering the building, and third party assessor verification) for any sized space.
8. Green Globes is now an ANSI standard – ASHRAE approved.

Conclusion: Green Globes offers the County an alternative to LEED Certification Process as Green Globes provides the County with another means of certifying new and or existing buildings.

Recommendation: That BoCC authorize staff to perform a Green certification and building performance comparison between LEED and Green Globes and make a selection based on the benefits associated with the environment, economics and building performance.

Green is 4 X Good…
Good for the Present, Good for the Future, Good for the Planet and Good for the Bottom Line

January 11, 2011 Regular BOCC Meeting
Agenda Item #25

Title
Architectural and Engineering Services for the Replacement of the HVAC System of the Alachua County Civil Courthouse: RFP 10-436. (Amended)

Amount
N/A

Description
Request approval of the Finance Report to approve the ranking for RFP 10-436; Architectural and Engineering Services for the Replacement of the Alachua County Civil Courthouse HVAC System.

Recommendation
Approve the Finance Report to rank RFP 10-436; Architectural and Engineering Services for the Replacement of the Alachua County Civil Courthouse HVAC System and authorize staff to negotiate an agreement with the top ranked firms until an agreement is reached.

Alternative(s)
That the Board reject the ranking of RFP #10-436; Architectural & Engineering Services for the Replacement of the Alachua County Civil Courthouse HVAC System.

Requested By
Rick Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approves the final ranking, as set forth below, and authorize staff to negotiate an agreement with the top ranked firms until an agreement is reached. 1. Affiliated Engineers, Inc. 2. Matern Professional Eng. 3. Campbell Engineering of North Florida, Inc. 4. AKEA, Inc.

Background
RFP #10-436; Architectural & Engineering Services for the Replacement of the Alachua County Civil Courthouse HVAC System was advertised on September 8, 2010 and September 16, 2010. The deadline for receipt of RFP was September 29, 2010. Nine (9) vendors responded for RFP #10-436; Architectural & Engineering Services for the Replacement of the Alachua County Civil Courthouse HVAC System.

Issues
If not approved the Board will need to provide staff with direction.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
$0.00

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 10436FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

December 1, 2010

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #10-436; Architectural & Engineering Services for the Replacement of the Alachua County Civil Courthouse HVAC System

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, September 29, 2010
Advertisement Dates:	September 8, 2010 and September 16, 2010
Notifications sent to:	1437 Vendors
Solicitations Requested by:	51 Vendors
Responses Received From:	9 Vendors

Firms:

Affiliated Engineers, Inc. Gainesville, FL	AKEA, Inc. Newberry, FL
Campbell Engineering of North Florida, Inc. Gainesville, FL	H2Engineering, Inc Tallahassee, FL
Matern Professional Eng. Maitland, FL	Moses & Associates, Inc. Gainesville, FL
Sims Wilkerson Cartier Engineering, Inc. Orlando, FL	**The Associates Architects, LLC Panama City, FL
TLC Engineering Cocoa, FL	

Vendor deemed SBE Non-responsive

ADMINISTRATIVE RECOMMENDATION:

That the Board approves the final ranking, as set forth below, and authorize staff to negotiate an agreement with the top ranked firms until agreement is reached.

1. Affiliated Engineers, Inc.
2. Matern Professional Eng.
3. Campbell Engineering of North Florida, Inc.
4. AKEA, Inc.

APPROVED THIS 11th DAY OF January, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS/mm

CODE ENFORCEMENT BOARD
(CEB)
SCHEDULE FOR YEAR 2011

The Alachua County Code Enforcement Board Powers, Duties, and Procedures are found in Chapter 24 of the Alachua County Code. The Code Enforcement Board typically holds Hearings to hear code violation cases scheduled on the agenda on the first Thursday of the month (unless otherwise noted) at 9:00 a.m., in Room 209 of the Alachua County Administration Building.

Agenda Cutoff Legal/Staff (Mondays)	**Pre-CEB Meeting County Attorney (Tuesday)**	**Code Enforcement Board Meeting (Thursday)**
November 29, 2010	January 4, 2011	**January 6, 2011**
December 27, 2010	February 1, 2011	**February 3, 2011**
January 24, 2011	March 1, 2011	**March 3, 2011**
February 21, 2011	April 5, 2011	**April 7, 2011**
March 28, 2011	May 3, 2011	**May 5, 2011**
April 25, 2011	May 31, 2011	**June 2, 2011**
May 23, 2011	July 5, 2011	**July 7, 2011**
June 27, 2011	August 2, 2011	**August 4, 2011**
July 25, 2011	August 30, 2011	**September 1, 2011**
August 22, 2011	October 4, 2011	**October 6, 2011**
September 26, 2011	November 1, 2011	**November 3, 2011**
October 24, 2011	November 29, 2011	**December 1, 2011**

January 11, 2011 Regular BOCC Meeting
Agenda Item #26

Title
FDEP Hazardous Waste Cooperative Agreements and Interfund Loan (Amended)

Amount
$156,005.00

Description
Request Approval of the FDEP Hazardous Waste Cooperative Agreements and Interfund Loan

Recommendation
Approve FDEP Agreement No. S0499, S0500, S0501, S0502, S0503, S0504, S0505 and S0506 and an Interfund Loan in the amount of $156,005 from the Solid Waste Fund to the FDEP Hazardous Waste Coop Fund.

Alternative(s)
Do not approve FDEP Agreements and Interfund Loan.

Requested By
Chris Bird, Director EPD 264-6801

Originating Department
Environmental Protection

Attachment(s) Description
1. FDEP Agreement No. S0499 2. FDEP Agreement No. S0500 3. FDEP Agreement No. S0501 4. FDEP Agreement No. S0502 5. FDEP Agreement No. S0503 6. FDEP Agreement No. S0504 7. FDEP Agreement No. S0505 8. FDEP Agreement No. S0506

Documents Requiring Action
1. FDEP Agreement No. S0499 2. FDEP Agreement No. S0500 3. FDEP Agreement No. S0501 4. FDEP Agreement No. S0502 5. FDEP Agreement No. S0503 6. FDEP Agreement No. S0504 7. FDEP Agreement No. S0505 8. FDEP Agreement No. S0506

Executive Summary
Request approval of eight (8) FDEP Agreements to establish Hazardous Waste Cooperative Collection Center Arrangements with eight (8) neighboring counties (Columbia, Dixie, Gilchrist, Lafayette, Baker, Union, Nassau, and Bradford) and approval of an Interfund Loan in the amount of $156,005 from the Solid Waste Fund to the FDEP Hazardous Waste Coop Fund.

Background
Over the past 16 years, Alachua County has acted as a Host County for annual "Cooperative Household Hazardous Waste Collection Events" in several neighboring counties (Lafayette, Gilchrist, Columbia, and Dixie). In fiscal year 2008 at the request of the Florida Department of Environmental Protection (FDEP), Alachua County agreed to conduct three (3) additional collection events (Baker, Union, and Nassau), and in fiscal year 2009 Alachua County agreed to conduct one additional collection event (Bradford). Effective fiscal year 2009, FDEP has contracted with the Alachua County Environmental Protection Department to conduct collection events in eight (8) neighboring counties. A related Interlocal Agreement with each neighboring County, required by FDEP, was approved by the County Manager on September 24, 2008; the Interlocal Agreements shall be in effect from

September 24, 2008 until the FDEP discontinues the appropriation of funding, by consent of either Host or Neighboring County or terminated earlier as provided herein. The FDEP Agreements are cost reimbursable and maximum reimbursement from FDEP to Alachua County is $137,000 ($57,000 for collection costs plus $80,000 for acting as a host local government in planning and conducting hazardous waste collection events in the neighboring counties). Labor and disposal costs for the collection event are initially borne by Alachua County. Upon completion of each event, all costs will be reimbursed by FDEP and the neighboring counties. The Interlocal Agreements require these counties to reimburse Alachua County for all expenses incurred that are not paid by FDEP. The FDEP revenue offsets a portion ($80,000) of Alachua County's Hazardous Waste program costs that would otherwise have to be provided by the Solid Waste Enterprise Fund. Total anticipated cost (and reimbursement amount) is $156,005. An Interfund Loan in the amount of $156,005 is requested in order to conduct these Hazardous Waste Collection Events. FDEP and the eight neighboring counties will reimburse Alachua County upon completion of the events. The Interfund Loan will be repaid to the Solid Waste Fund no later than September 30, 2011.

Issues
None

Fiscal Recommendation
Approve FDEP Agreements and Interfund Loan; Alachua County receives $156,005 reimbursement; Interfund Loan will be repaid by September 30, 2011.

Fiscal Alternative(s)
None

Funding Sources
FDEP and Solid Waste Fund

Account Code(s)
236-0000-207.30-00

Attachment: DEP Coop Haz Collect Agreement Baker Final.pdf
Attachment: DEP Coop Haz Collect Agreement Bradford Final.pdf
Attachment: DEP Coop Haz Collect Agreement Dixie Final.pdf
Attachment: DEP Coop Haz Collect Agreement Columbia Final.pdf
Attachment: DEP Coop Haz Collect Agreement Gilchrist Final.pdf
Attachment: DEP Coop Haz Collect Agreement Layfayette Final.pdf
Attachment: DEP Coop Haz Collect Agreement Nassau Final.pdf
Attachment: DEP Coop Haz Collect Agreement Union Final.pdf

DEP AGREEMENT NO. S0499

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Environmental Protection Department, 201 Southeast 2nd Avenue, Suite 201, Gainesville, Florida 32601 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Columbia County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A,** Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:

    1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to $10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. **Attachment B** provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.

    2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed $11,000 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in **Attachment B.**

    3. Maximum compensation available under the terms of this Agreement shall not exceed $21,000. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.

    4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see **Attachment B**) occurring within the term of this Agreement. Reimbursement

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

1. Salaries/Wages - List personnel involved, salary rates and hours/time spent on the project.

2. Fringe Benefits on Salaries and Wages – All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.

4. Contractual (Subcontractors) - Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

5. Travel - Reimbursement will be made in accordance with Section 112.061, Florida Statutes.

6. Capital Outlay for Equipment - Capital outlay will be authorized for those items approved by the Department appearing on **Attachment B**. The Department reserves the right to approve additional items not listed on **Attachment B**. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on **Attachment B** prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.

7. Other Expenses (e.g., materials, supplies, copying, mailing, advertising) - Must be documented by itemizing and including copies of receipts or invoices.

C. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

6. A. Each party hereto agrees that it shall be solely responsible for the negligent or 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, Florida Statutes.

   B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston
Department of Environmental Protection
Bureau of Solid & Hazardous Waste
2600 Blair Stone Road, MS 4555
Tallahassee, Florida 32399-2400
Phone No.: 850/245-8731
Fax No.: 850/245-8811
Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Board of County Commissioners
Environmental Protection Department
201 Southeast 2nd Avenue, Suite 201
Gainesville, Florida 32601
Phone No.: 352/334-0442
Email: kurt@alachuacounty.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

18. A. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.

B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

19. The Grantee 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.

20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

A. The Grantee 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 Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Grantee 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 his possession for use in a contractual arrangement with the Department.

21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

22. 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 Agreement.

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.

23. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.

24. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.

25. Land acquisition is not authorized under the terms of this Agreement.

26. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: Lee Pinkoson

Title: LEE PINKOSON, CHAIR

Date: 1/11/11

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

ATTEST:
J. K. IRBY, CLERK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: _____

Johanna Poston
Johanna Poston, DEP Grant Manager

S. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000501

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Authorized Expenditure Categories (1 Page)
Attachment	C	Payment Request Summary Form and Instructions (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Interlocal Agreement (6 Pages)

ATTACHMENT A
GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Columbia County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (**Attachment H**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.

2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.

3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
c. Insurance type (required) and limits (recommended)
   i. Workers Compensation - legally required limits
   ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate
d. Hold Harmless Endorsement - holds county and state harmless
e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Reuse or recycle collected latex paint to the extent possible.

10. The Grantee, in accordance with the Interlocal Agreement, **Attachment H**, shall require each Neighboring County to be responsible for:

    a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.

    b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.

    c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.

    d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

    e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: $11,000

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the $10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: $10,000

The $10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (**Attachment B**). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to $10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B
AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
   - salaries
   - postal service expenditures
   - travel to the Neighboring County
   - advertising

B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's $10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the $10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.

B. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.
   - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address: _____
_____
DEP Agreement No.: S0499
Date Of Request: _____

Amount Requested:$ _____

Grantee's Grant Manager:
_____
Payment Request No.: _____

Performance Period: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	*75% of total cost*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel	$	$
Host County Allocation	*Up to $10K/county*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel (if authorized)	$	$
Equipment	$	$
TOTAL AMOUNT	$	$
AGREEMENT AMOUNT	$	[redacted]
Less Total Cumulative Payments of:	$	
TOTAL REMAINING IN GRANT	$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT D

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1820	FY2010-2011	37.007	Cooperative Collection Center Grant	$21,000.00	050840

Total Award	$21,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTACHMENT G

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0499

(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF ALACHUA AND COLUMBIA FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this 24th day of SEPTEMBER, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Columbia County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement:

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Neighboring County, or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP. and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event. including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The Neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Bill Lycan, Solid Waste Director
Columbia County Landfill
1347 NW Oosterhoudt Lane
Lake City, Florida 32055

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County:
Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to:
J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County:
Chair
Board of County Commissioners, Columbia County
1347 NW Oosterhoudt Lane
Lake City, FL 32055

Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

COLUMBIA COUNTY, FLORIDA

BY: _____
Chair - Dewey A. Weaver
Board of County Commissioners
BCC Approved: 8/7/08

ATTEST:

_____
P. DeWitt Cason
Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA

BY: _____
Randall H. Reid
Alachua County Manager

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

DEP AGREEMENT NO. S0500

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Environmental Protection Department, 201 Southeast 2nd Avenue, Suite 201, Gainesville, Florida 32601 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Dixie County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A,** Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:

    1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to $10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. **Attachment B** provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.

    2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed $6,000 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in **Attachment B**.

    3. Maximum compensation available under the terms of this Agreement shall not exceed $16,000. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.

    4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see **Attachment B**) occurring within the term of this Agreement. Reimbursement

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

1. Salaries/Wages - List personnel involved, salary rates and hours/time spent on the project.

2. Fringe Benefits on Salaries and Wages – All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.

4. Contractual (Subcontractors) - Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

5. Travel - Reimbursement will be made in accordance with Section 112.061, Florida Statutes.

6. Capital Outlay for Equipment - Capital outlay will be authorized for those items approved by the Department appearing on **Attachment B**. The Department reserves the right to approve additional items not listed on **Attachment B**. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on **Attachment B** prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.

7. Other Expenses (e.g., materials, supplies, copying, mailing, advertising) - Must be documented by itemizing and including copies of receipts or invoices.

C. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

6. A. Each party hereto agrees that it shall be solely responsible for the negligent or 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, Florida Statutes.

B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston
Department of Environmental Protection
Bureau of Solid & Hazardous Waste
2600 Blair Stone Road, MS 4555
Tallahassee, Florida 32399-2400
Phone No.: 850/245-8731
Fax No.: 850/245-8811
Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Board of County Commissioners
Environmental Protection Department
201 Southeast 2nd Avenue, Suite 201
Gainesville, Florida 32601
Phone No.: 352/334-0442
Email: kurt@alachuacounty.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

18. A. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.

B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

19. The Grantee 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.

20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

A. The Grantee 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 Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Grantee 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 his possession for use in a contractual arrangement with the Department.

21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

22. 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 Agreement.

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.

23. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.

24. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.

25. Land acquisition is not authorized under the terms of this Agreement.

26. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Title:

Date: 1/11/11

APPROVED AS TO FORM
_____
ALACHUA COUNTY ATTORNEY

ATTEST:
J. K. IRBY, CLERK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: _____

_____
Johanna Poston, DEP Grant Manager

_____
DEP Contracts Administrator

Approved as to form and legality:

_____
DEP Attorney

FEID No.: 59-6000501

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Authorized Expenditure Categories (1 Page)
Attachment	C	Payment Request Summary Form and Instructions (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Interlocal Agreement (6 Pages)

ATTACHMENT A
GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Dixie County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (**Attachment H**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.

2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.

3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
c. Insurance type (required) and limits (recommended)
   i. Workers Compensation - legally required limits
   ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate
d. Hold Harmless Endorsement - holds county and state harmless
e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Reuse or recycle collected latex paint to the extent possible.

10. The Grantee, in accordance with the Interlocal Agreement, **Attachment H**, shall require each Neighboring County to be responsible for:

    a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.

    b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.

    c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.

    d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

    e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: $6,000

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the $10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: $10,000

The $10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (**Attachment B**). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to $10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B
AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
   - salaries
   - postal service expenditures
   - travel to the Neighboring County
   - advertising

B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's $10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the $10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.

B. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.
   - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address: _____
_____
DEP Agreement No.: S0500
Date Of Request: _____

Amount Requested:$_____

Grantee's Grant Manager:
_____
Payment Request No.: _____

Performance Period: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	*75% of total cost*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel	$	$
Host County Allocation	*Up to $10K/county*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel (if authorized)	$	$
Equipment	$	$
TOTAL AMOUNT	$	$
AGREEMENT AMOUNT	$	
Less Total Cumulative Payments of:	$	
TOTAL REMAINING IN GRANT	$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING ATTACHMENT C PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT D

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1820	FY2010-2011	37.007	Cooperative Collection Center Grant	$16,000.00	050840

Total Award	$16,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTACHMENT G
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0500
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF ALACHUA AND DIXIE FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this 24th day of SEPTEMBER, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Dixie County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Neighboring County, or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The Neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Dana Johnson, Clerk of Court
Dixie County
P.O. Box 2600
Cross City Florida 32628

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County:
Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to:
J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County:
Chair
Dixie County Board of County Commissioners
P.O. Box 2600
Cross City Florida 32628

Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

DIXIE COUNTY, FLORIDA

BY: _____
Hoyt J. Buddy Lamb, Chair
Board of County Commissioners

ATTEST:

_____
CLERK CIRCUIT COURT SUUM CUIQUE DIXIE COUNTY, FLORIDA (SEAL)

_____
Witness to Mr. Reid

ALACHUA COUNTY, FLORIDA

BY: _____
for Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

DEP AGREEMENT NO. S0501

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Environmental Protection Department, 201 Southeast 2nd Avenue, Suite 201, Gainesville, Florida 32601 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Gilchrist County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A,** Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:

    1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to $10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. **Attachment B** provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.

    2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed $10,000 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in **Attachment B**.

    3. Maximum compensation available under the terms of this Agreement shall not exceed $20,000. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.

    4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see **Attachment B**) occurring within the term of this Agreement. Reimbursement

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

1. Salaries/Wages - List personnel involved, salary rates and hours/time spent on the project.

2. Fringe Benefits on Salaries and Wages – All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.

4. Contractual (Subcontractors) - Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

5. Travel - Reimbursement will be made in accordance with Section 112.061, Florida Statutes.

6. Capital Outlay for Equipment - Capital outlay will be authorized for those items approved by the Department appearing on **Attachment B**. The Department reserves the right to approve additional items not listed on **Attachment B**. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on **Attachment B** prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.

7. Other Expenses (e.g., materials, supplies, copying, mailing, advertising) - Must be documented by itemizing and including copies of receipts or invoices.

C. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

6. A. Each party hereto agrees that it shall be solely responsible for the negligent or 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, Florida Statutes.

   B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston
Department of Environmental Protection
Bureau of Solid & Hazardous Waste
2600 Blair Stone Road, MS 4555
Tallahassee, Florida 32399-2400
Phone No.: 850/245-8731
Fax No.: 850/245-8811
Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Board of County Commissioners
Environmental Protection Department
201 Southeast 2nd Avenue, Suite 201
Gainesville, Florida 32601
Phone No.: 352/334-0442
Email: kurt@alachuacounty.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

18. A. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.

B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

19. The Grantee 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.

20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

A. The Grantee 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 Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Grantee 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 his possession for use in a contractual arrangement with the Department.

21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

22. 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 Agreement.

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.

23. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.

24. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.

25. Land acquisition is not authorized under the terms of this Agreement.

26. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Title: _____

Date: 1/11/11

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

ATTEST:
J. K. IRBY, CLERK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: _____

Johanna Poston
Johanna Poston, DEP Grant Manager

L. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000501

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Authorized Expenditure Categories (1 Page)
Attachment	C	Payment Request Summary Form and Instructions (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Interlocal Agreement (6 Pages)

ATTACHMENT A
GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Gilchrist County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (**Attachment H**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.

2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.

3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
c. Insurance type (required) and limits (recommended)
   i. Workers Compensation - legally required limits
   ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate
d. Hold Harmless Endorsement - holds county and state harmless
e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Reuse or recycle collected latex paint to the extent possible.

10. The Grantee, in accordance with the Interlocal Agreement, **Attachment H**, shall require each Neighboring County to be responsible for:

    a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.

    b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.

    c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.

    d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

    e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: $10,000

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the $10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: $10,000

The $10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (**Attachment B**). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to $10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B
AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
   - salaries
   - postal service expenditures
   - travel to the Neighboring County
   - advertising

B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's $10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the $10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.

B. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.
   - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address: _____
_____
DEP Agreement No.: S0501
Date Of Request: _____

Amount Requested:$ _____

Grantee's Grant Manager:
_____
Payment Request No.: _____

Performance Period: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	*75% of total cost*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel	$	$
Host County Allocation	*Up to $10K/county*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel (if authorized)	$	$
Equipment	$	$
TOTAL AMOUNT	$	$
AGREEMENT AMOUNT	$	
Less Total Cumulative Payments of:	$	
TOTAL REMAINING IN GRANT	$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING ATTACHMENT C PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT D

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1820	FY2010-2011	37.007	Cooperative Collection Center Grant	$20,000.00	050840

Total Award	$20,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTACHMENT G

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0501
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF ALACHUA AND GILCHRIST FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this 24th day of SEPTEMBER, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Gilchrist County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host or Neighboring County or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Lorraine Lightner, Office Manager
Gilchrist County Solid Waste Department
PO Box 369
Bell, FL 32619

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County:
Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to:
J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County:
Chair
Gilchrist County Board of County Commissioners
209 SE 1st Street
Trenton, FL 32693

Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

GILCHRIST COUNTY, FLORIDA

BY: _____
Tommy Langford, Chair
Board of County Commissioners

ATTEST:

_____
Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA

BY: _____
for Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

DEP AGREEMENT NO. S0501

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Environmental Protection Department, 201 Southeast 2nd Avenue, Suite 201, Gainesville, Florida 32601 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Gilchrist County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A,** Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:

   1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to $10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. **Attachment B** provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.

   2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed $10,000 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in **Attachment B**.

   3. Maximum compensation available under the terms of this Agreement shall not exceed $20,000. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.

   4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see **Attachment B**) occurring within the term of this Agreement. Reimbursement

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

1. Salaries/Wages - List personnel involved, salary rates and hours/time spent on the project.

2. Fringe Benefits on Salaries and Wages – All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.

4. Contractual (Subcontractors) - Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

5. Travel - Reimbursement will be made in accordance with Section 112.061, Florida Statutes.

6. Capital Outlay for Equipment - Capital outlay will be authorized for those items approved by the Department appearing on **Attachment B**. The Department reserves the right to approve additional items not listed on **Attachment B**. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on **Attachment B** prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.

7. Other Expenses (e.g., materials, supplies, copying, mailing, advertising) - Must be documented by itemizing and including copies of receipts or invoices.

C. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

6. A. Each party hereto agrees that it shall be solely responsible for the negligent or 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, Florida Statutes.

   B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston
Department of Environmental Protection
Bureau of Solid & Hazardous Waste
2600 Blair Stone Road, MS 4555
Tallahassee, Florida 32399-2400
Phone No.: 850/245-8731
Fax No.: 850/245-8811
Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Board of County Commissioners
Environmental Protection Department
201 Southeast 2nd Avenue, Suite 201
Gainesville, Florida 32601
Phone No.: 352/334-0442
Email: kurt@alachuacounty.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

18. A. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.

B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

19. The Grantee 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.

20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

A. The Grantee 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 Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Grantee 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 his possession for use in a contractual arrangement with the Department.

21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

22. 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 Agreement.

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.

23. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.

24. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.

25. Land acquisition is not authorized under the terms of this Agreement.

26. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Title:

Date: 1/11/11

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

ATTEST:
J. K. IRBY, CLERK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: _____

Johanna Poston
Johanna Poston, DEP Grant Manager

L. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000501

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Authorized Expenditure Categories (1 Page)
Attachment	C	Payment Request Summary Form and Instructions (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Interlocal Agreement (6 Pages)

ATTACHMENT A
GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Gilchrist County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (**Attachment H**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.

2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.

3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
c. Insurance type (required) and limits (recommended)
   i. Workers Compensation - legally required limits
   ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate
d. Hold Harmless Endorsement - holds county and state harmless
e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Reuse or recycle collected latex paint to the extent possible.

10. The Grantee, in accordance with the Interlocal Agreement, **Attachment H**, shall require each Neighboring County to be responsible for:

    a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.

    b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.

    c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.

    d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

    e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: $10,000

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the $10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: $10,000

The $10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (**Attachment B**). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to $10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B
AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
   - salaries
   - postal service expenditures
   - travel to the Neighboring County
   - advertising

B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's $10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the $10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.

B. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.
   - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address: _____
_____
DEP Agreement No.: S0501
Date Of Request: _____

Amount Requested:$_____

Grantee's Grant Manager:
_____
Payment Request No.: _____

Performance Period:_____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	*75% of total cost*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel	$	$
Host County Allocation	*Up to $10K/county*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel (if authorized)	$	$
Equipment	$	$
TOTAL AMOUNT	$	$
AGREEMENT AMOUNT	$	
Less Total Cumulative Payments of:	$	
TOTAL REMAINING IN GRANT	$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT D

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1820	FY2010-2011	37.007	Cooperative Collection Center Grant	$20,000.00	050840

Total Award	$20,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTAC ENT G

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0501
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF ALACHUA AND GILCHRIST FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this 24th day of SEPTEMBER, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Gilchrist County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host or Neighboring County or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Lorraine Lightner, Office Manager
Gilchrist County Solid Waste Department
PO Box 369
Bell, FL 32619

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County:	Chair Alachua County Board of County Commissioners P. O. Box 2877 Gainesville, FL 32602-2877
with a copy to:	J.K. "Buddy" Irby Clerk of the Circuit Court P.O. Box 939 Gainesville, FL 32602 ATTN: Finance and Accounting
and:	Office of Management and Budget 105 SE 1st Avenue, Suite 6 Gainesville, FL 32601 ATTN: Contracts
Neighboring County:	Chair Gilchrist County Board of County Commissioners 209 SE 1st Street Trenton, FL 32693

Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

GILCHRIST COUNTY, FLORIDA

BY: _____
Tommy Langford, Chair
Board of County Commissioners

ATTEST:

_____
Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA

BY: _____
for Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

DEP AGREEMENT NO. S0502

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Environmental Protection Department, 201 Southeast 2nd Avenue, Suite 201, Gainesville, Florida 32601 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Lafayette County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A,** Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:

   1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to $10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. **Attachment B** provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.

   2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed $3,500 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in **Attachment B**.

   3. Maximum compensation available under the terms of this Agreement shall not exceed $13,500. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.

   4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see **Attachment B**) occurring within the term of this Agreement. Reimbursement

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

1. Salaries/Wages - List personnel involved, salary rates and hours/time spent on the project.

2. Fringe Benefits on Salaries and Wages – All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.

4. Contractual (Subcontractors) - Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

5. Travel - Reimbursement will be made in accordance with Section 112.061, Florida Statutes.

6. Capital Outlay for Equipment - Capital outlay will be authorized for those items approved by the Department appearing on **Attachment B**. The Department reserves the right to approve additional items not listed on **Attachment B**. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on **Attachment B** prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.

7. Other Expenses (e.g., materials, supplies, copying, mailing, advertising) - Must be documented by itemizing and including copies of receipts or invoices.

C. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

6. A. Each party hereto agrees that it shall be solely responsible for the negligent or 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, Florida Statutes.

   B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston
Department of Environmental Protection
Bureau of Solid & Hazardous Waste
2600 Blair Stone Road, MS 4555
Tallahassee, Florida 32399-2400
Phone No.: 850/245-8731
Fax No.: 850/245-8811
Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Board of County Commissioners
Environmental Protection Department
201 Southeast 2nd Avenue, Suite 201
Gainesville, Florida 32601
Phone No.: 352/334-0442
Email: kurt@alachuacounty.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

18. A. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.

B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

19. The Grantee 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.

20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

A. The Grantee 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 Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Grantee 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 his possession for use in a contractual arrangement with the Department.

21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

22. 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 Agreement.

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.

23. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.

24. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.

25. Land acquisition is not authorized under the terms of this Agreement.

26. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: Lee Pinkoson
Title: LEE PINKOSON, CHAIR

Date: 1/11/11

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

ATTEST:
J. K. IRBY, CLERK

FEID No.: 59-6000501

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: _____

Johanna Poston
Johanna Poston, DEP Grant Manager

S. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Authorized Expenditure Categories (1 Page)
Attachment	C	Payment Request Summary Form and Instructions (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Interlocal Agreement (6 Pages)

ATTACHMENT A
GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Lafayette County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (**Attachment H**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.

2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.

3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)

b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)

c. Insurance type (required) and limits (recommended)
   i. Workers Compensation - legally required limits
   ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate

d. Hold Harmless Endorsement - holds county and state harmless

e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Reuse or recycle collected latex paint to the extent possible.

10. The Grantee, in accordance with the Interlocal Agreement, **Attachment H**, shall require each Neighboring County to be responsible for:

    a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.

    b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.

    c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.

    d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

    e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: $3,500

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the $10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: $10,000

The $10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (**Attachment B**). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to $10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B
AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
   - salaries
   - postal service expenditures
   - travel to the Neighboring County
   - advertising

B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's $10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the $10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.

B. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.
   - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address: _____
_____
DEP Agreement No.: S0502
Date Of Request: _____

Amount Requested:$ _____

Grantee's Grant Manager:
_____
Payment Request No.: _____

Performance Period: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	*75% of total cost*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel	$	$
Host County Allocation	*Up to $10K/county*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel (if authorized)	$	$
Equipment	$	$
TOTAL AMOUNT	$	$
AGREEMENT AMOUNT	$	[redacted]
Less Total Cumulative Payments of:	$	
TOTAL REMAINING IN GRANT	$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING ATTACHMENT C PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT D

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1820	FY2010-2011	37.007	Cooperative Collection Center Grant	$13,500.00	050840

Total Award	$13,500.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTAC IENT G

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0502
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF ALACHUA AND LAFAYETTE FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this 24th day of SEPTEMBER, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Lafayette County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host or Neighboring County or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Ricky Lyons, Clerk of the Court
Lafayette County
PO Box 88
Mayo, FL 32066

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County:
Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to:
J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County:
Chair
Board of County Commissioners, Lafayette County
PO Box 88
Mayo, FL 32066

Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

LAFAYETTE COUNTY, FLORIDA

BY: _____
Jack Byrd, Chair
Board of County Commissioners

ATTEST:

_____
Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA

BY: _____
for Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

DEP AGREEMENT NO. S0503

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Environmental Protection Department, 201 Southeast 2nd Avenue, Suite 201, Gainesville, Florida 32601 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Baker County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A,** Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:

   1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to $10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. **Attachment B** provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.

   2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed $6,500 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in **Attachment B**.

   3. Maximum compensation available under the terms of this Agreement shall not exceed $16,500. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.

   4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see **Attachment B**) occurring within the term of this Agreement. Reimbursement

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

1. Salaries/Wages - List personnel involved, salary rates and hours/time spent on the project.

2. Fringe Benefits on Salaries and Wages – All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.

4. Contractual (Subcontractors) - Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

5. Travel - Reimbursement will be made in accordance with Section 112.061, Florida Statutes.

6. Capital Outlay for Equipment - Capital outlay will be authorized for those items approved by the Department appearing on **Attachment B**. The Department reserves the right to approve additional items not listed on **Attachment B**. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on **Attachment B** prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.

7. Other Expenses (e.g., materials, supplies, copying, mailing, advertising) - Must be documented by itemizing and including copies of receipts or invoices.

C. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

6. A. Each party hereto agrees that it shall be solely responsible for the negligent or 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, Florida Statutes.

   B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston
Department of Environmental Protection
Bureau of Solid & Hazardous Waste
2600 Blair Stone Road, MS 4555
Tallahassee, Florida 32399-2400
Phone No.: 850/245-8731
Fax No.: 850/245-8811
Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Board of County Commissioners
Environmental Protection Department
201 Southeast 2nd Avenue, Suite 201
Gainesville, Florida 32601
Phone No.: 352/334-0442
Email: kurt@alachuacounty.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

18. A. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.

B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

19. The Grantee 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.

20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

A. The Grantee 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 Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Grantee 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 his possession for use in a contractual arrangement with the Department.

21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

22. 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 Agreement.

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.

23. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.

24. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.

25. Land acquisition is not authorized under the terms of this Agreement.

26. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Title: LEE PINKOSON, CHAIR

Date: 1/11/11

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: _____

Johanna Poston
Johanna Poston, DEP Grant Manager

S. Debbie Skelton
DEP Contracts Administrator

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Approved as to form and legality:

DEP Attorney

ATTEST:
J. K. IRBY, CLERK

FEID No.: 59-6000501

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Authorized Expenditure Categories (1 Page)
Attachment	C	Payment Request Summary Form and Instructions (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Interlocal Agreement (7 Pages)

ATTACHMENT A
GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Baker County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (**Attachment H**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.

2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.

3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
c. Insurance type (required) and limits (recommended)
   i. Workers Compensation - legally required limits
   ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate
d. Hold Harmless Endorsement - holds county and state harmless
e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Reuse or recycle collected latex paint to the extent possible.

10. The Grantee, in accordance with the Interlocal Agreement, **Attachment H**, shall require each Neighboring County to be responsible for:

    a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.

    b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.

    c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.

    d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

    e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: $6,500

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the $10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: $10,000

The $10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (**Attachment B**). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to $10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B
AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
   - salaries
   - postal service expenditures
   - travel to the Neighboring County
   - advertising

B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's $10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the $10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.

B. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.
   - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address: _____
_____
DEP Agreement No.: S0503
Date Of Request: _____

Amount Requested:$ _____

Grantee's Grant Manager:
_____
Payment Request No.: _____

Performance Period: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	*75% of total cost*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel	$	$
Host County Allocation	*Up to $10K/county*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel (if authorized)	$	$
Equipment	$	$
TOTAL AMOUNT	$	$
AGREEMENT AMOUNT	$	[redacted]
Less Total Cumulative Payments of:	$	
TOTAL REMAINING IN GRANT	$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT D

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1820	FY2010-2011	37.007	Cooperative Collection Center Grant	$16,500.00	050840

Total Award	$16,500.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTAC[illegible]ENT G

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0502
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND BAKER COUNTY FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this 16th day of NOVEMBER, 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Baker County, hereinafter referred to as "Neighboring County." New River Solid Waste Association, a public agency organized under the laws of the State of Florida, hereinafter referred to as "Agency", will act on behalf of the Neighboring County.

WITNESSETH:

WHEREAS, the Host County and the Agency are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the Agency will provide certain services for the benefit of Baker County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Agency have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Baker County's hazardous waste stream; and,

WHEREAS, the Host County and the Agency have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both the County and the Agency, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Agency agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Agency or terminated

earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Agency agree to the following:

A) That the grant request is made jointly on behalf of the two parties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Agency's hazardous waste collection and all associated business in Baker County in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Agency's hazardous waste collection event in Baker County will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Agency to establish a site in Baker County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of Baker County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Agency in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Agency's collection event in Baker County.

(5) Provide the Agency with copies of all paperwork from its

Contractor associated with the Agency's collection event in Baker County, including the Contractor's final invoice for services and hazardous waste shipping manifest forms. The neighboring county and agency shall assist the host county in overseeing the paperwork associated with the collection costs, including but not limited to fixed costs, ie: advertising and tent rental fees.

(6) Invoice and collect from the Agency the difference between the cost of the hazardous waste collection event in Baker County and the amount paid by FDEP.

(7) Pay the Contractor for the Agency's hazardous waste collection event in Baker County and pay all upfront costs associated with the Agency's hazardous waste collection in Baker County.

B) Of the Agency:

The Agency shall perform the following tasks and ensure their completion:

(1) Establish the location(s) for a mobile hazardous waste collection event(s) in Baker County that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held in Baker County no later than June 30th of each calendar year.

(3) Remit payment to the Host County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Darrell O'Neal, Executive Director
New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department

201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Agency will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Baker County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

C) Of the Neighboring County:

The Neighboring County shall perform the following tasks and ensure their completion:

(1) Assist the Host County and the Agency in establishing location(s) for a mobile hazardous waste collection event(s) in Baker County.

(2) Cooperate with the Host County in providing staffing, logistical support and assist with the distribution of advertising and publicity for the hazardous waste collection event(s).

(3) Work with the Host County and the Agency to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the

Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Agency. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County:
Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to:
J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl 32601
ATTN; Contracts

Neighboring County: Chair
Baker County Board of County Commissioners
55 N. 3rd Street
MacClenny, FL 32063

Agency: New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Section 10. Recording. The Host County and Neighboring County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. Agency, upon execution, will record a copy of this Agreement in the public records of Baker County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

_____
Witness to Mr. Reid

Attest by:

_____

Attest by:

BAKER COUNTY, FLORIDA

By: _____
Joe Cone
County Manager

NEW RIVER SOLID WASTE ASSOCIATION

By: _____
Darrell O'Neal, Executive Director
New River Solid Waste Association

Attest by Corporate Officer

_____
Name
NRSWA SECRETARY/TREASURER
Title
JULIE B. COMBS
Print Name

DEP AGREEMENT NO. S0504

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Environmental Protection Department, 201 Southeast 2nd Avenue, Suite 201, Gainesville, Florida 32601 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Union County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A,** Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:

    1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to $10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. **Attachment B** provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.

    2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed $4,000 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in **Attachment B**.

    3. Maximum compensation available under the terms of this Agreement shall not exceed $14,000. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.

    4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see **Attachment B**) occurring within the term of this Agreement. Reimbursement

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

1. Salaries/Wages - List personnel involved, salary rates and hours/time spent on the project.

2. Fringe Benefits on Salaries and Wages – All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.

4. Contractual (Subcontractors) - Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

5. Travel - Reimbursement will be made in accordance with Section 112.061, Florida Statutes.

6. Capital Outlay for Equipment - Capital outlay will be authorized for those items approved by the Department appearing on **Attachment B**. The Department reserves the right to approve additional items not listed on **Attachment B**. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on **Attachment B** prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.

7. Other Expenses (e.g., materials, supplies, copying, mailing, advertising) - Must be documented by itemizing and including copies of receipts or invoices.

C. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

6. A. Each party hereto agrees that it shall be solely responsible for the negligent or 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, Florida Statutes.

   B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston
Department of Environmental Protection
Bureau of Solid & Hazardous Waste
2600 Blair Stone Road, MS 4555
Tallahassee, Florida 32399-2400
Phone No.: 850/245-8731
Fax No.: 850/245-8811
Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Board of County Commissioners
Environmental Protection Department
201 Southeast 2nd Avenue, Suite 201
Gainesville, Florida 32601
Phone No.: 352/334-0442
Email: kurt@alachuacounty.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

18. A. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.

B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

19. The Grantee 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.

20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

A. The Grantee 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 Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Grantee 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 his possession for use in a contractual arrangement with the Department.

21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

22. 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 Agreement.

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.

23. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.

24. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.

25. Land acquisition is not authorized under the terms of this Agreement.

26. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Title: LEE PINKOSON, CHAIR

Date: 1/11/11

APPROVED AS TO FORM
_____
ALACHUA COUNTY ATTORNEY

ATTEST:
_____
J. K. IRBY, CLERK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: _____

_____
Johanna Poston, DEP Grant Manager

_____
DEP Contracts Administrator

Approved as to form and legality:

_____
DEP Attorney

FEID No.: 59-6000501

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Authorized Expenditure Categories (1 Page)
Attachment	C	Payment Request Summary Form and Instructions (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Interlocal Agreement (7 Pages)

ATTACHMENT A
GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Union County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (**Attachment H**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.

2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.

3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
c. Insurance type (required) and limits (recommended)
    i. Workers Compensation - legally required limits
    ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate
d. Hold Harmless Endorsement - holds county and state harmless
e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Reuse or recycle collected latex paint to the extent possible.

10. The Grantee, in accordance with the Interlocal Agreement, **Attachment H**, shall require each Neighboring County to be responsible for:

    a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.

    b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.

    c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.

    d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

    e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: $4,000

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the $10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: $10,000

The $10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (**Attachment B**). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to $10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B
AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
   - salaries
   - postal service expenditures
   - travel to the Neighboring County
   - advertising

B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's $10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the $10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.

B. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.
   - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Grantee: _____ **Grantee's Grant Manager:**

Mailing Address: _____ _____

_____ **Payment Request No.:** _____

DEP Agreement No.: S0504

Date Of Request: _____ **Performance**

Period: _____

Amount Requested:$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	*75% of total cost*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel	$	$
Host County Allocation	*Up to $10K/county*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel (if authorized)	$	$
Equipment	$	$
TOTAL AMOUNT	$	$
AGREEMENT AMOUNT	$	
Less Total Cumulative Payments of:	$	
TOTAL REMAINING IN GRANT	$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT D

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1820	FY2010-2011	37.007	Cooperative Collection Center Grant	$14,000.00	050840

Total Award	$14,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTACHMENT G
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0504
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND UNION COUNTY FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this 16th day of NOVEMBER, 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Union County, hereinafter referred to as "Neighboring County." New River Solid Waste Association, a public agency organized under the laws of the State of Florida, hereinafter referred to as "Agency", will act on behalf of the Neighboring County.

WITNESSETH:

WHEREAS, the Host County and the Agency are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the Agency will provide certain services for the benefit of Union County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Agency have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Union County's hazardous waste stream; and,

WHEREAS, the Host County and the Agency have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both the County and the Agency, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Agency agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Agency or terminated

earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Agency agree to the following:

A) That the grant request is made jointly on behalf of the two parties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Agency's hazardous waste collection and all associated business in Union County in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Agency's hazardous waste collection event in Union County will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Agency to establish a site in Union County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of Union County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Agency in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Agency's collection event in Union County.

(5) Provide the Agency with copies of all paperwork from its

Contractor associated with the Agency's collection event in Union County, including the Contractor's final invoice for services and hazardous waste shipping manifest forms. The neighboring county and agency shall assist the host county in overseeing the paperwork associated with the collection costs, including but not limited to fixed costs, ie: advertising and tent rental fees.

(6) Invoice and collect from the Agency the difference between the cost of the hazardous waste collection event in Union County and the amount paid by FDEP.

(7) Pay the Contractor for the Agency's hazardous waste collection event in Union County and pay all upfront costs associated with the Agency's hazardous waste collection in Union County.

B) Of the Agency:

The Agency shall perform the following tasks and ensure their completion:

(1) Establish the location(s) for a mobile hazardous waste collection event(s) in Union County that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held in Union County no later than June 30th of each calendar year.

(3) Remit payment to the Host County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Darrell O'Neal, Executive Director
New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department

201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Agency will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Union County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

C) Of the Neighboring County:

The Neighboring County shall perform the following tasks and ensure their completion:

(1) Assist the Host County and the Agency in establishing location(s) for a mobile hazardous waste collection event(s) in Union County.

(2) Cooperate with the Host County in providing staffing, logistical support and assist with the distribution of advertising and publicity for the hazardous waste collection event(s).

(3) Work with the Host County and the Agency to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any

party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Agency. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County:
Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to:
J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl 32601
ATTN; Contracts

Neighboring County: Chair
Union County Board of County Commissioners
15 NE 1st Street
Lake Butler, FL 32054

Agency: New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Section 10. Recording. The Host County and Neighboring County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. Agency, upon execution, will record a copy of this Agreement in the public records of Union County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

_____
Witness to Mr. Reid

Attest by:

_____

Attest by:

UNION COUNTY, FLORIDA

By: _____
Wayne Smith
Chair, Union County

NEW RIVER SOLID WASTE ASSOCIATION

By: _____
Darrell O'Neal, Executive Director
New River Solid Waste Association

Attest by Corporate Officer

_____
Name

NRSWA SECRETARY/TREASURER
Title

JULIE B. COMBS
Print Name

DEP AGREEMENT NO. S0505

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Environmental Protection Department, 201 Southeast 2nd Avenue, Suite 201, Gainesville, Florida 32601 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Nassau County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A,** Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:

    1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to $10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. **Attachment B** provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.

    2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed $10,000 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in **Attachment B**.

    3. Maximum compensation available under the terms of this Agreement shall not exceed $20,000. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.

    4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see **Attachment B**) occurring within the term of this Agreement. Reimbursement

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

1. Salaries/Wages - List personnel involved, salary rates and hours/time spent on the project.

2. Fringe Benefits on Salaries and Wages – All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.

4. Contractual (Subcontractors) - Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

5. Travel - Reimbursement will be made in accordance with Section 112.061, Florida Statutes.

6. Capital Outlay for Equipment - Capital outlay will be authorized for those items approved by the Department appearing on **Attachment B**. The Department reserves the right to approve additional items not listed on **Attachment B**. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on **Attachment B** prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.

7. Other Expenses (e.g., materials, supplies, copying, mailing, advertising) - Must be documented by itemizing and including copies of receipts or invoices.

C. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

6. A. Each party hereto agrees that it shall be solely responsible for the negligent or 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, Florida Statutes.

   B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston
Department of Environmental Protection
Bureau of Solid & Hazardous Waste
2600 Blair Stone Road, MS 4555
Tallahassee, Florida 32399-2400
Phone No.: 850/245-8731
Fax No.: 850/245-8811
Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Board of County Commissioners
Environmental Protection Department
201 Southeast 2nd Avenue, Suite 201
Gainesville, Florida 32601
Phone No.: 352/334-0442
Email: kurt@alachuacounty.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

18. A. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.

B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

19. The Grantee 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.

20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

A. The Grantee 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 Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Grantee 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 his possession for use in a contractual arrangement with the Department.

21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

22. 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 Agreement.

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.

23. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.

24. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.

25. Land acquisition is not authorized under the terms of this Agreement.

26. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Title: LEE PINKOSON, CHAIR

Date: 1/11/11

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: _____

Johanna Poston, DEP Grant Manager

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

S. Debbie Skelton
DEP Contracts Administrator

ATTEST:
J. K. IRBY, CLERK

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000501

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Authorized Expenditure Categories (1 Page)
Attachment	C	Payment Request Summary Form and Instructions (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Interlocal Agreement (10 Pages)

ATTACHMENT A
GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Nassau County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (**Attachment H**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.

2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.

3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
c. Insurance type (required) and limits (recommended)
   i. Workers Compensation - legally required limits
   ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate
d. Hold Harmless Endorsement - holds county and state harmless
e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Reuse or recycle collected latex paint to the extent possible.

10. The Grantee, in accordance with the Interlocal Agreement, **Attachment H**, shall require each Neighboring County to be responsible for:

    a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.

    b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.

    c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.

    d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

    e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: $10,000

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the $10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: $10,000

The $10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (**Attachment B**). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to $10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B
AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
   - salaries
   - postal service expenditures
   - travel to the Neighboring County
   - advertising

B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's $10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the $10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.

B. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.
   - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Grantee: _____ **Grantee's Grant Manager:**

Mailing Address: _____ _____

_____ **Payment Request No.:** _____

DEP Agreement No.: S0505

Date Of Request: _____ **Performance**

Period: _____

Amount Requested:$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	*75% of total cost*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel	$	$
Host County Allocation	*Up to $10K/county*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel (if authorized)	$	$
Equipment	$	$
TOTAL AMOUNT	$	$
AGREEMENT AMOUNT	$	[redacted]
Less Total Cumulative Payments of:	$	
TOTAL REMAINING IN GRANT	$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT A
GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Nassau County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (**Attachment H**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.

2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.

3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
c. Insurance type (required) and limits (recommended)
    i. Workers Compensation - legally required limits
    ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate
d. Hold Harmless Endorsement - holds county and state harmless
e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Reuse or recycle collected latex paint to the extent possible.

10. The Grantee, in accordance with the Interlocal Agreement, **Attachment H**, shall require each Neighboring County to be responsible for:

    a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.

    b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.

    c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.

    d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

    e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: $10,000

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the $10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: $10,000

The $10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (**Attachment B**). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to $10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B
AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
   - salaries
   - postal service expenditures
   - travel to the Neighboring County
   - advertising

B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's $10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the $10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.

B. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.
   - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1820	FY2010-2011	37.007	Cooperative Collection Center Grant	$20,000.00	050840

Total Award	$20,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTACHMENT G
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0505
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

AGREEMENT BETWEEN ALACHUA COUNTY AND KEEP NASSAU BEAUTIFUL, INC. FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ON BEHALF OF NASSAU COUNTY

This Agreement ("Agreement") made and entered into this 24th day of November, 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Nassau County, hereinafter referred to as "Neighboring County." Keep Nassau Beautiful, Inc, a not-for-profit 501 (c)3 agency organized under the laws of the State of Florida, hereinafter referred to as "Agency", will act on behalf of the Neighboring County.

WITNESSETH:

WHEREAS, the Agency will provide certain services for the benefit of Nassau County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Agency have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Nassau County's hazardous waste stream; and,

WHEREAS, the Host County and the Agency have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by the Host County and the Agency, and have approved the request by this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Agency agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until:

a. The Florida Department of Environmental Protection discontinues the appropriation of funding,

b. If terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Agency agree to the following:

A) That the grant request is made jointly on behalf of the three parties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Agency's hazardous waste collection and all associated business in and for the benefit of Nassau County in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and

D) To utilize the grant funds solely for the purpose authorized.

E) That the Agency's hazardous waste collection event in Nassau County will occur after the Host County's execution of an Agreement with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Agency to establish a site in Nassau County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of Nassau County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Agency in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Agency's collection event in Nassau County.

(5) Provide the Agency with copies of all paperwork from its Contractor associated with the Agency's collection event in Nassau County, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Agency the difference between the cost of the hazardous waste collection event in Nassau County and the amount paid by FDEP.

(7) Pay the Contractor for the Agency's hazardous waste collection event in Nassau County and pay all up front costs associated with the Agency's hazardous waste collection

in Nassau County.

B) Of the Agency:

The Agency shall perform the following tasks and ensure their completion:

(1) Establish the location(s) for a mobile hazardous waste collection event(s) in Nassau County that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held in Nassau County no later than June 30th of each calendar year.

(3) Remit payment to the Host County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Todd Duncan, Executive Director
Keep Nassau Beautiful, Inc.
P.O. Box 1434,
Yulee, FL 32041

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Agency will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Nassau County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Of the Neighboring County:

The Neighboring County Shall perform the following tasks and ensure their completion:

(1) Assist the Host County and the Agency in establishing location(s) for a mobile hazardous waste collection event(s) in Nassau County.
(2) Cooperate with the Host County in providing staffing, assist with the distribution of advertising and publicity for the hazardous waste collection event(s).
(3) Work with the Host County and the Agency to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Agency. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County

shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. The Agency agrees to protect, defend, indemnify, and hold the Host County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the Host County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of the Host County shall extend to any and all work performed by the Agency, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the Host County and the Agency.

Section 8. Insurance. During the term of this agreement, the Agency will procure and maintain insurance in the types and amounts required by Attachment A to this Agreement.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

County: Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to: J. K. "Buddy" Irby
Clerk of the Circuit Court

P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl 32601
ATTN; Contracts

Neighboring County: Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, FL 32035-1010

Agency: Keep Nassau Beautiful, Inc.
P.O. Box 1434,
Yulee, FL 32041

Section 10 Project Records. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the Host County for inspection and copying, upon written request by the Host County, all records in Agency's possession relating to the Agreement. Additionally, the Agency shall make said records available, upon written request by the Host County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the Host County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under

the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the Host County shall use its best efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

The Host County shall promptly notify the Agency in writing of any request received by the Host County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the Host County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the Host County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases Host County from claims or damages related to disclosure by Host County.

Section 11 Ownership of Deliverables. All project deliverables and documents are the sole property of the Host County and may be used by the Host County for any purpose.

Section 12 Permits. The Agency will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

Section 13 Laws & Regulations. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 14. Assignment of Interest. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 15. Successors and Assigns. The Host County and Agency each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement.

Section 16 Independent Contractor. In the performance of this agreement, the Agency is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the Host County. The Agency is solely responsible for the means, method, technique, sequence, and procedure utilized by the Agency in the full performance of the agreement.

Section 17 Collusion. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 18 Conflict of Interest. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the Host County of any conflict of interest due to any other clients, contracts, or property interests.

Section 19 Prohibition Against Contingent Fees. The Agency warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Agency any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

Section 20 Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 21 Severability. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect

Section 22 Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

Section 23 Governing Law and Venue This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

Section 24 Attachments. All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

Section 25 Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

Section 25 Captions and Section Headings Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

Section 26 Construction This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 27 Entire Agreement This agreement constitutes the entire agreement and

supercedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid
Host County Manager

_____
Witness to Mr. Reid

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST AS TO CHAIR'S SIGNATURE:

_____
JOHN A. CRAWFORD
EX-OFFICIO CLERK

NASSAU COUNTY

By: _____
(ENTER NAME) BARRY HOLLOWAY
CHAIR

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

_____
DAVID A. HALLMAN

KEEP NASSAU BEAUTIFUL, INC.

By: _____
Todd Duncan, Executive Director
Keep Nassau Beautiful, Inc.

Attest by Corporate Officer

_____
Name

_____
Title

_____
Print Name

DEP AGREEMENT NO. S0506

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Environmental Protection Department, 201 Southeast 2nd Avenue, Suite 201, Gainesville, Florida 32601 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Bradford County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A,** Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:

    1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to $10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. **Attachment B** provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.

    2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed $6,000 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in **Attachment B**.

    3. Maximum compensation available under the terms of this Agreement shall not exceed $16,000. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.

    4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see **Attachment B**) occurring within the term of this Agreement. Reimbursement

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

1. Salaries/Wages - List personnel involved, salary rates and hours/time spent on the project.

2. Fringe Benefits on Salaries and Wages – All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.

4. Contractual (Subcontractors) - Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

5. Travel - Reimbursement will be made in accordance with Section 112.061, Florida Statutes.

6. Capital Outlay for Equipment - Capital outlay will be authorized for those items approved by the Department appearing on **Attachment B**. The Department reserves the right to approve additional items not listed on **Attachment B**. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on **Attachment B** prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.

7. Other Expenses (e.g., materials, supplies, copying, mailing, advertising) - Must be documented by itemizing and including copies of receipts or invoices.

C. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

6. A. Each party hereto agrees that it shall be solely responsible for the negligent or 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, Florida Statutes.

   B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston
Department of Environmental Protection
Bureau of Solid & Hazardous Waste
2600 Blair Stone Road, MS 4555
Tallahassee, Florida 32399-2400
Phone No.: 850/245-8731
Fax No.: 850/245-8811
Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Board of County Commissioners
Environmental Protection Department
201 Southeast 2nd Avenue, Suite 201
Gainesville, Florida 32601
Phone No.: 352/334-0442
Email: kurt@alachuacounty.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

18. A. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.

B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

19. The Grantee 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.

20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

A. The Grantee 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 Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Grantee 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 his possession for use in a contractual arrangement with the Department.

21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

22. 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 Agreement.

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.

23. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.

24. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.

25. Land acquisition is not authorized under the terms of this Agreement.

26. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Title: LEE PINKOSON, CHAIR

Date: 1/11/11

APPROVED AS TO FORM

_____

ALACHUA COUNTY ATTORNEY

ATTEST:

_____

J. K. IRBY, CLERK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____

Secretary or designee

Date: _____

_____

Johanna Poston, DEP Grant Manager

_____

DEP Contracts Administrator

Approved as to form and legality:

_____

DEP Attorney

FEID No.: 59-6000501

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Authorized Expenditure Categories (1 Page)
Attachment	C	Payment Request Summary Form and Instructions (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Interlocal Agreement (7 Pages)

ATTACHMENT A
GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Bradford County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (**Attachment H**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.

2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.

3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
c. Insurance type (required) and limits (recommended)
    i. Workers Compensation - legally required limits
    ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate
d. Hold Harmless Endorsement - holds county and state harmless
e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Reuse or recycle collected latex paint to the extent possible.

10. The Grantee, in accordance with the Interlocal Agreement, **Attachment H**, shall require each Neighboring County to be responsible for:

    a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.

    b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.

    c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.

    d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

    e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: $6,000

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the $10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: $10,000

The $10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (**Attachment B**). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to $10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B
AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
   - salaries
   - postal service expenditures
   - travel to the Neighboring County
   - advertising

B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's $10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the $10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.

B. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.
   - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Grantee: _____ **Grantee's Grant Manager:**

Mailing Address: _____ _____

_____ **Payment Request No.:** _____

DEP Agreement No.: S0506

Date Of Request: _____ **Performance**

Period: _____

Amount Requested:$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	*75% of total cost*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel	$	$
Host County Allocation	*Up to $10K/county*	
Salaries	$	$
Fringe Benefits	$	$
Contractual Services	$	$
Supplies/Other Expenses	$	$
Travel (if authorized)	$	$
Equipment	$	$
TOTAL AMOUNT	$	$
AGREEMENT AMOUNT	$	
Less Total Cumulative Payments of:	$	
TOTAL REMAINING IN GRANT	$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT D

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1820	FY2010-2011	37.007	Cooperative Collection Center Grant	$16,000.00	050840

Total Award	$16,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTACHMENT G

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0506
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND BRADFORD COUNTY FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this 16th day of NOVEMBER, 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Bradford County, hereinafter referred to as "Neighboring County." New River Solid Waste Association, a public agency organized under the laws of the State of Florida, hereinafter referred to as "Agency", will act on behalf of the Neighboring County.

WITNESSETH:

WHEREAS, the Host County and the Agency are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the Agency will provide certain services for the benefit of Bradford County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Agency have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Bradford County's hazardous waste stream; and,

WHEREAS, the Host County and the Agency have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both the County and the Agency, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Agency agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Agency or terminated

earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Agency agree to the following:

A) That the grant request is made jointly on behalf of the two parties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Agency's hazardous waste collection and all associated business in Bradford County in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Agency's hazardous waste collection event in Bradford County will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Agency to establish a site in Bradford County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of Bradford County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Agency in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Agency's collection event in Bradford County.

(5) Provide the Agency with copies of all paperwork from its

Contractor associated with the Agency's collection event in Bradford County, including the Contractor's final invoice for services and hazardous waste shipping manifest forms. The neighboring county and agency shall assist the host county in overseeing the paperwork associated with the collection costs, including but not limited to fixed costs, ie: advertising and tent rental fees.

(6) Invoice and collect from the Agency the difference between the cost of the hazardous waste collection event in Bradford County and the amount paid by FDEP.

(7) Pay the Contractor for the Agency's hazardous waste collection event in Bradford County and pay all upfront costs associated with the Agency's hazardous waste collection in Bradford County.

B) Of the Agency:

The Agency shall perform the following tasks and ensure their completion:

(1) Establish the location(s) for a mobile hazardous waste collection event(s) in Bradford County that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held in Bradford County no later than June 30th of each calendar year.

(3) Remit payment to the Host County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Darrell O'Neal, Executive Director
New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Agency will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Bradford County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

C) Of the Neighboring County:

The Neighboring County shall perform the following tasks and ensure their completion:

(1) Assist the Host County and the Agency in establishing location(s) for a mobile hazardous waste collection event(s) in Bradford County.

(2) Cooperate with the Host County in providing staffing, logistical support and assist with the distribution of advertising and publicity for the hazardous waste collection event(s).

(3) Work with the Host County and the Agency to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the

Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Agency. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County:
Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to:
J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl 32601
ATTN; Contracts

Neighboring County: Chair
Bradford County Board of County Commissioners
P.O. Drawer B
Starke, FL 32091

Agency: New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Section 10. Recording. The Host County and Neighboring County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. Agency, upon execution, will record a copy of this Agreement in the public records of Bradford County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid
County Manager

Witness to Mr. Reid

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

Attest by:

_____

Attest by:
Melanie K. Stafford, Deputy Clerk

BRADFORD COUNTY, FLORIDA

By: _____
Brad Carter
County Manager

NEW RIVER SOLID WASTE ASSOCIATION

By: _____
Darrell O'Neal, Executive Director
New River Solid Waste Association

Attest by Corporate Officer

_____
Name
NRSWA SECRETARY/TREASURER
Title
JULIE B. COMBS
Print Name

January 11, 2011 Regular BOCC Meeting
Agenda Item #27

Title
Regional Transit Service FY11 Agreements (Amended)

Amount
$807,453.00

Description
Request approval of agreements with the City of Gainesville for transit service in the unincorporated area in FY 11

Recommendation
Approve the funding of RTS Base Level Service and Enhanced Service for Route 75 at existing service levels and authorize the Chair to execute the agreements for service

Alternative(s)
Do not approve funding and execution of the agreements and provide staff with alternative direction

Requested By
Richard Hedrick (Contact: Michael Fay 352-548-1218)

Originating Department
Public Works

Attachment(s) Description
Interlocal Agreements for Base Level Service and for Enhanced Service for Route 75 (Tower Road area) FY10 RTS Ridership counts

Documents Requiring Action
FY 11 Interlocal Agreement for Base Level Transit ServiceFY 11 Interlocal Agreement for Enhanced Transit Service for Route 75

Executive Summary
The Interlocal agreement with the City of Gainesville for the provision of bus service expired on September 30, 2010 and needs to be renewed for FY11. The Public Works Department has budgeted and the Board has approved a sufficient amount for continuing the existing level of service for FY11.

Background
Public Works staff has worked with RTS staff to determine cost of service to the unincorporated area and for enhanced service for Route 75, which serves the Tower Road area. Until there is an ability to determine actual ridership numbers for residents of the unincorporated area, it was determined that the best methodology for determining the County's cost is to calculate the amount of time that a bus runs in the unincorporated area. This is the methodology used in previous agreements. It should be noted that RTS calculated in FY08 that the estimated cost of operating a bus was $80.70/hour. The cost of providing service to the County was based on expenses less depreciation; gas tax revenues and Federal Transit Administration grant revenues and is estimated to be $71.06/hour. The agreement is based on an hourly rate of $59.70/hour. This rate is the same as the rate charged to the University of Florida in the agreement that UF has with RTS. It is anticipated that these rates will be recalculated and renegotiated for FY12. The approval of these agreements would pay for the same base level service in the unincorporated area, which provides for 60

minute headways, except for the Route 13 from Florida Works to Shands, which provides 15-minute headway gaps for the daytime and 30 minutes headways for the remainder of the day. Additionally, Route 10, from SFC to Downtown, has 80 minute headways. For the enhanced service for Route 75 it will provide the current 35-minute headway gap for the peak hour and 53-minute headways gaps for the remainder of the day. The agreements were approved by the City Commission in late October.

Issues
The funding of bus service to the unincorporated area is an important service to individuals that have no other transportation options and to help to alleviate dependence on the single-occupant vehicle.

Fiscal Recommendation
That the Board approve the funding of RTS Base Service and Service for Route 75 at existing service levels and authorize the Chair to execute the agreements for service

Fiscal Alternative(s)
Do not approve the funding and provide alternative direction to staff

Funding Sources
Gas Tax Funds

Account Code(s)
149-7940-544.34-10

Attachment: FY 11 Interlocal Transit Service for Route 75.pdf
Attachment: FY 11 Interlocal Base Level Transit Service.pdf
Attachment: FY10 Ridership.pdf

TRANSIT SERVICES AGREEMENT
(BASE LEVEL SERVICES)

THIS AGREEMENT, made and entered into this 10th day of January, A.D., 2011, by and between the City of Gainesville, Florida, a municipal corporation of the State of Florida, by and through its City Commission (CITY), and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), concerning the City's provision of transit services:

WITNESSETH:

WHEREAS, the COUNTY and the CITY support the use of the Regional Transit System in lieu of citizens operating single-occupant vehicles; and

WHEREAS, the CITY operates a transit system capable of providing the desired service;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the CITY and COUNTY do hereby agree:

ARTICLE I

PURPOSE

It is the purpose and intent of this Agreement to define the terms and conditions of the COUNTY's provision of financial support for Regional Transit System services in the unincorporated area of the County.

ARTICLE II

COUNTY OBLIGATIONS

1. The COUNTY agrees to pay for a base level of transit services as detailed in Exhibit A for the routes identified on the RTS system map, attached hereto as Exhibit B. Payments by the COUNTY to the CITY shall be made in equal quarterly amounts for the period beginning October 1, 2010, through September 30, 2011. The COUNTY agrees to make

payment in an amount totaling four hundred four thousand eight hundred and ninety-six dollars ($404,896).

2. The COUNTY agrees to pay invoices within the time period after receipt of invoice as enumerated in Sections 218.70 – 218.80, Florida Statutes. Any disputed invoice must be brought to the attention of the City official named below within ten days of receipt of such invoice, as specified in Section 218.76, Florida Statutes. Failure to act within the statutory time frame will waive any extension of the statutory payment period.
3. If funds generated by taxes levied pursuant to Section 336.021(1)(a), Florida Statutes (ninth-cent gas tax), are not available to finance this Agreement, the COUNTY may terminate the Agreement with no less than twenty-four hours notice in writing to the CITY. The COUNTY will be the final authority as to the availability of funds.

ARTICLE III

CITY OBLIGATIONS

1. The CITY agrees to provide base level transit services in accordance with the levels detailed in Exhibit A for the routes on the map, attached hereto as Exhibit B.
2. The CITY shall invoice the COUNTY quarterly by the last day of October, January, April, and July for the quarters ending September, December, March, and June and shall include with each invoice a "Passenger Productivity Report". The COUNTY shall have the right to examine the CITY'S records pertaining to the Regional Transit System.

ARTICLE IV

TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2010 and shall remain in effect until September 30, 2011.

ARTICLE V

MISCELLANEOUS

1. ANNEXATION

In the event that the CITY should annex an area of unincorporated Alachua County during the term of this Agreement, the County shall have the right to require an amendment to this Agreement relative to compensation based on the change in level of services provided within the unincorporated area.

2. POINT OF CONTACT

The day-to-day dealings between the COUNTY and the CITY shall be between the County Manager, for the COUNTY and the City Manager, for the CITY.

3. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent by certified, return receipt requested, United States Mail as follows:

As to the CITY:

City Manager
City of Gainesville
P.O. Box 490, Station 6
Gainesville, Florida 32602

As to the COUNTY:

County Manager
Post Office Box 2877
Gainesville, Florida 32602-2877

Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received; however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be

deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

4. DEFAULT OF AGREEMENT

If either party fails to keep and perform each and every covenant it has agreed to keep and perform, the other party, after giving the defaulting party notice of the default and 30 days to correct the default, and the default remains, may terminate this Agreement.

5. INDEPENDENCE OF AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting the COUNTY as an Agent or Representative of the CITY for any purpose whatsoever.

6. INDEMNIFICATION

The COUNTY and the CITY, as political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their respective negligent acts or omissions which in any way relate to or arise out of this Agreement. Nothing herein shall be construed as consent by any agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

The COUNTY and the CITY represent that they are each self-funded for insurance in accordance with Section 768.28, Florida Statutes.

7. RIGHT TO REQUIRE PERFORMANCE

The failure of either party, at any time, to require performance of any provision hereof shall in no way affect the right of said party thereafter to enforce same. Nor shall waiver by either party

of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

8. VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the 8th Judicial Circuit of the State of Florida and the Agreement will be interpreted according to the laws of the State of Florida.

8. SEVERABILITY

In the event that any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the remaining provisions shall not be affected but shall remain in full force and effect.

9. ENTIRE CONTRACT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. The parties acknowledge that this Agreement was negotiated at arms length by the parties, with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and the Agreement shall be terminated as provided herein.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day first above written in three (3) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

ATTEST:

ATTEST:
J. K. IRBY, CLERK

ALACHUA COUNTY, FLORIDA
Board of County Commissioners

By: _____
LEE PINKOSON, CHAIR

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

WITNESS:

_____

CITY OF GAINESVILLE

By: _____
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY:

_____
Gainesville City Attorney's Office

RTS SERVICE TO COUNTY ESTIMATES (Proposed FY11 Contract)

Route	Description	Span of Service	Service	Headway (minutes)
2	Downtown to Health Dept.	6:00am-8:00pm	Weekday	60
7	Downtown to Eastwood Meadows	6:00am-8:00pm	Weekday	60
10	SFC to Downtown	7:00am-7:00pm	Weekday	80
11	Eastwood Meadows to Downtown	6:00am-8:00pm	Weekday	60
13	Florida Works to Shands	6:30am-7:30 pm	Weekday	30
24	Downtown to Job Corps	6:00am-8:00pm	Weekday	60
43	SFC to Downtown	6:00am-7:00pm	Weekday	60
75	Butler Plaza to Oaks Mall	6:00am-8:00pm	Weekday/Saturday	35/53/90
404	Shands to Florida Works (Route 13)	6:45am-6:15pm	Saturday	60
406	City East Circulator (Routes 2,7&11)	7:00am-6:00pm	Saturday	60
410	Downtown to Santa Fe College (Route 6 &10)	7:00am-6:00pm	Saturday	60
Total				

Cost = $59.70 per hour

Notes:

Routes Enhanced with UF funds not included

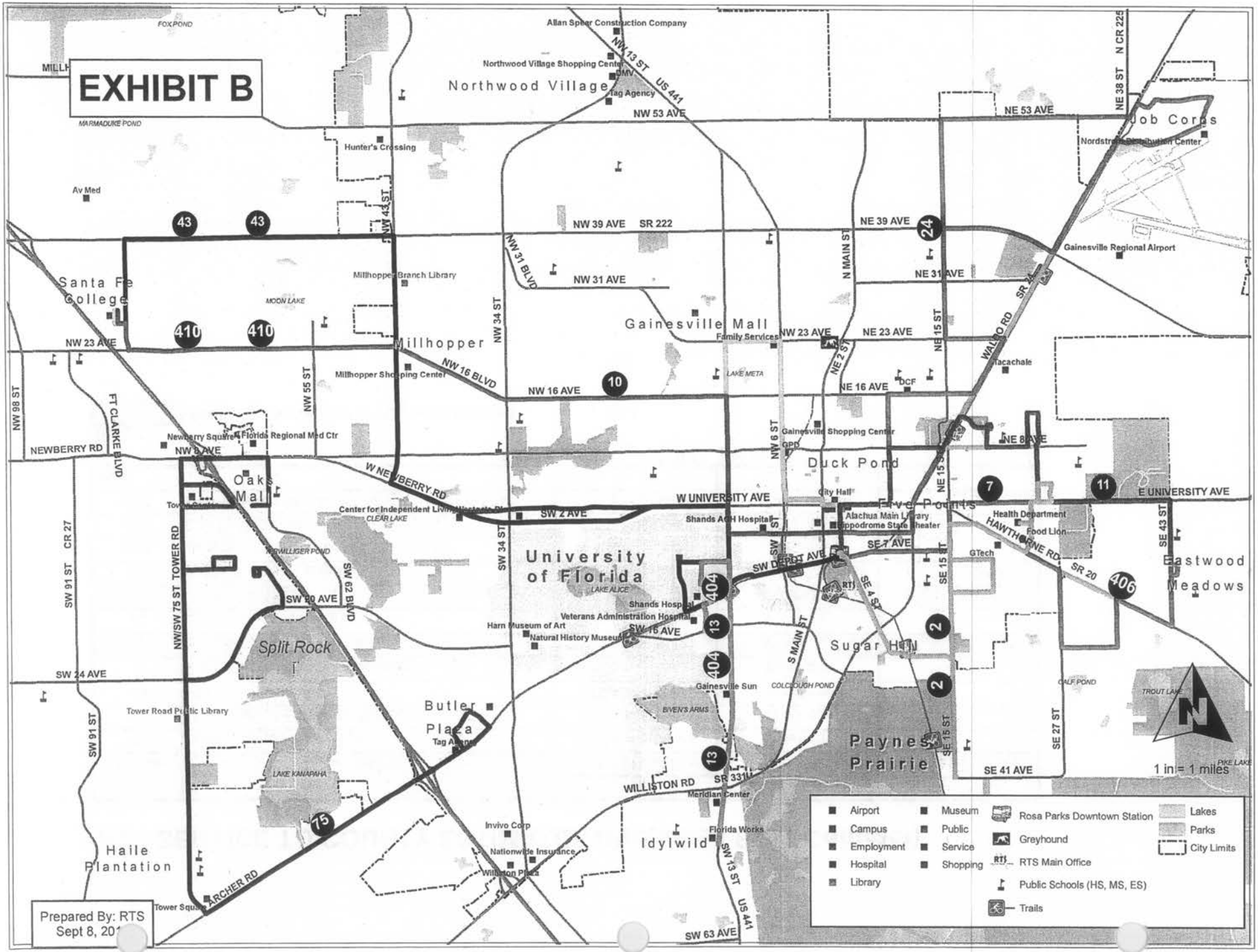


EXHIBIT B
Northwood Village
Allan Spear Construction Company
Northwood Village Shopping Center
DMV
Tag Agency
NW 13 ST
US 441
NW 53 AVE
NE 53 AVE
NE 38 ST
N CR 225
Job Corps
Nordstrom Distribution Center
Hunter's Crossing
Av Med
NW 43 ST
NW 39 AVE
SR 222
NE 39 AVE
Gainesville Regional Airport
Santa Fe College
Millhopper Branch Library
MOON LAKE
NW 31 BLVD
NW 31 AVE
NE 31 AVE
N MAIN ST
NE 25 ST
WALDO RD
SR 24
Gainesville Mall
Family Services
NW 23 AVE
NE 23 AVE
NE 15 ST
Tacachale
Millhopper
NW 34 ST
NW 16 BLVD
Millhopper Shopping Center
LAKE META
NW 16 AVE
NE 16 AVE
DCF
NW 98 ST
FT CLARKE BLVD
NW 55 ST
NEWBERRY RD
NW 8 AVE
Newberry Square
Florida Regional Med Ctr
Gainesville Shopping Center
GPD
NE 8 AVE
NW 6 ST
Duck Pond
W NEWBERRY RD
Oaks Mal
W UNIVERSITY AVE
City Hall
Five Points
E UNIVERSITY AVE
Center for Independent Living
CLEAR LAKE
SW 2 AVE
Shands ACH Hospital
Alachua Main Library
Hippodrome State Theater
Health Department
Food Lion
HAWTHORNE RD
SE 7 AVE
SW 91 ST
CR 27
SW 34 ST
University of Florida
LAKE ALICE
SW DEPOT AVE
GTech
SE 4 ST
SE 15 ST
SE 43 ST
Eastwood Meadows
SR 20
SW 20 AVE
SW 62 BLVD
Shands Hospital
Veterans Administration Hospital
Harn Museum of Art
Natural History Museum
SW 16 AVE
Split Rock
Sugar Hill
S MAIN ST
SW 24 AVE
Gainesville Sun
COLCLOUGH POND
CALF POND
TROUT LAKE
Tower Road Public Library
Butler Plaza
BIVEN'S ARMS
SE 27 ST
Payne's Prairie
SE 41 AVE
LAKE KANAPAHA
WILLISTON RD
SR 331
Meridian Center
PIKE LAKE
Invivo Corp
Nationwide Insurance
Florida Works
Idylwild
Haile Plantation
ARCHER RD
SW 13 ST
US 441
SW 63 AVE
1 in = 1 miles
Airport
Campus
Employment
Hospital
Library
Museum
Public
Service
Shopping
Rosa Parks Downtown Station
Greyhound
RTS Main Office
Public Schools (HS, MS, ES)
Trails
Lakes
Parks
City Limits
Prepared By: RTS
Sept 8, 201

TRANSIT SERVICES AGREEMENT
(ROUTE 75)

THIS AGREEMENT, made and entered into this 11th day of January, A.D., 20 11, by and between the City of Gainesville, Florida, a municipal corporation of the State of Florida, by and through its City Commission (CITY), and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), concerning the provision by the City of transit services:

WITNESSETH:

WHEREAS, the COUNTY wishes to provide additional and enhanced transit services for certain parts of the County; and,

WHEREAS, the COUNTY and the CITY support the use of the Regional Transit System in lieu of citizens operating single-occupant vehicles; and

WHEREAS, the CITY operates a transit system capable of providing the desired service;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the CITY and COUNTY do hereby agree:

ARTICLE I

PURPOSE

It is the purpose and intent of this Agreement to define the terms and conditions of the COUNTY's contribution to the expansion of the Regional Transit System services in the unincorporated area of the County.

ARTICLE II

COUNTY OBLIGATIONS

1. The COUNTY agrees to pay for transit service on Route 75. A map of Route 75 is attached hereto as Exhibit A. The transit service on Route 75 will be in accordance with Article III, Section 2 below. Payments by the COUNTY to the CITY shall be made in equal quarterly amounts

for the period beginning October 1, 2010, through September 30, 2011. The COUNTY agrees to make payment in an amount totaling four hundred two thousand five hundred and fifty-seven dollars ($402,557);

2. The COUNTY agrees to pay invoices within the time period after receipt of invoice as enumerated in Sections 218.70 – 218.80, Florida Statutes. Any disputed invoice must be brought to the attention of the City official named below within ten days of receipt of such invoice, as specified in Section 218.76, Florida Statutes. Failure to act within the statutory time frame will waive any extension of the statutory payment period.

3. If funds generated by taxes levied pursuant to Section 336.021(1)(a), Florida Statutes (ninth-cent fuel tax), are not available to finance this agreement, the COUNTY may terminate the Agreement with no less than twenty-four hours notice in writing to the CITY. The COUNTY will be with final authority as to the availability of funds.

ARTICLE III

CITY OBLIGATIONS

1. The CITY agrees to provide bus service for Route 75 in accordance with the map attached hereto as Exhibit A. Bus service will be provided every thirty-five (35) minutes on weekdays (6:00 a.m. to 10:05 a.m. and 5:05 p.m. to 7:30 p.m.) and every fifty-three (53) minutes at all other times, excluding City recognized holidays. Bus service will be provided every ninety (90) minutes on Saturday from 6:40 a.m. to 6:00 p.m., excluding City recognized holidays.

2. The CITY shall invoice the County quarterly by the last day of October, January, April, and July for the quarters ending September, December, March, and June for the services identified in Article II and shall provide the County a "Passenger Productivity Report". The County shall have the right to examine the City's records pertaining to the Regional Transit System.

ARTICLE IV

TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2010 and shall remain in effect until September 30, 2011.

ARTICLE V

MISCELLANEOUS

1. ANNEXATION

In the event that the CITY should annex an area of unincorporated Alachua County within the term of this Agreement, the County shall have the right to require an amendment to this Agreement relative to compensation based on the change in level of services provided by the CITY within the unincorporated area.

2. POINT OF CONTACT

The day-to-day dealings between the County and the City shall be between the County Manager for the County, and the City Manager for the City.

3. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent by certified, return, receipt requested, United States Mail as follows:

As to the CITY:

City Manager
City of Gainesville
P.O. Box 490, Station 6
Gainesville, FL 32602-0490

As to the COUNTY:

County Manager
Post Office Box 2877
Gainesville, FL 32602-2877

Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

4. DEFAULT OF AGREEMENT

If either party fails to keep and perform each and every covenant it has agreed to keep and perform, the other party, after giving the defaulting party notice of the default and 30 days to correct the default, and the default remains, may terminate this Agreement.

5. INDEPENDENCE OF AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting the COUNTY as an Agent or Representative of the CITY for any purpose whatsoever.

6. INDEMNIFICATION

The COUNTY and the CITY, as political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their respective negligent acts or omissions which in any way relate to or arise out of this Agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

The COUNTY and the CITY, represent that they are each self-funded for insurance in accordance with Section 768.28, Florida Statutes.

7. RIGHT TO REQUIRE PERFORMANCE

The failure of either party, at any time, to require performance of any provision hereof shall in no way affect the right of said party thereafter to enforce same. Nor shall waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

8. VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the 8th Judicial Circuit of the State of Florida and Agreement will be interpreted according to the laws of the State of Florida.

9. SEVERABILITY

In the event that any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

10. ENTIRE CONTRACT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. The parties acknowledge that this Agreement was negotiated at arms length by the parties, with adequate representation on an equal basis, and the filling of a

suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and the Agreement shall be terminated as provided herein.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day first above written in three (3) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

ATTEST:
J. K. IRBY, CLERK

ALACHUA COUNTY, FLORIDA
Board of County Commissioners

By: _____
LEE PINKOSON, CHAIR

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

WITNESS:

_____

CITY OF GAINESVILLE

By: _____
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY:

_____
Gainesville City Attorney's Office

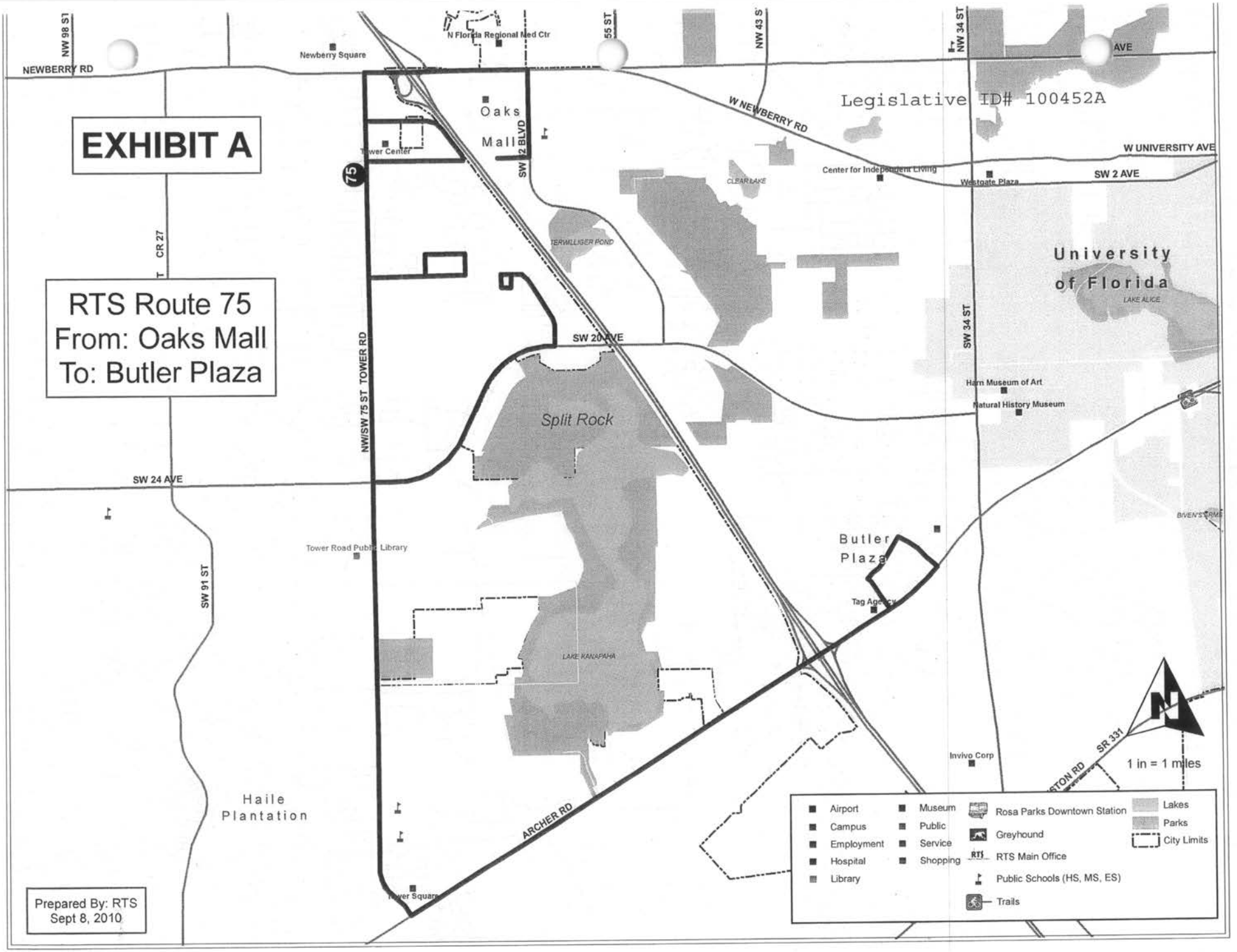


EXHIBIT A
RTS Route 75
From: Oaks Mall
To: Butler Plaza
Legislative ID# 100452A
NEWBERRY RD
W NEWBERRY RD
W UNIVERSITY AVE
SW 2 AVE
SW 20 AVE
SW 24 AVE
SW 34 ST
NW/SW 75 ST TOWER RD
SW 91 ST
CR 27
ARCHER RD
SR 331
Oaks Mall
Tower Center
Newberry Square
N Florida Regional Med Ctr
Center for Independent Living
Westgate Plaza
CLEAR LAKE
TERWILLIGER POND
University of Florida
LAKE ALICE
Split Rock
LAKE KANAPAHA
Harn Museum of Art
Natural History Museum
Butler Plaza
Tower Road Public Library
Invivo Corp
Haile Plantation
1 in = 1 miles
Airport
Campus
Employment
Hospital
Library
Museum
Public
Service
Shopping
Rosa Parks Downtown Station
Greyhound
RTS Main Office
Public Schools (HS, MS, ES)
Trails
Lakes
Parks
City Limits
Prepared By: RTS
Sept 8, 2010

RTS Fiscal Year 2010 Ridership by Route

October 1, 2009 to September 30, 2010

Route	City Routes	October Passengers	November Passengers	December Passengers	January Passengers	February Passengers	March Passengers	April Passengers	May Passengers	June Passengers	July Passengers	August Passengers	September Passengers	FY TOTAL FY 2010 Pass.
1	Butler Plaza to Downtown via Archer Rd	48,167	39,631	33,962	40,261	40,795	41,085	40,098	32,279	36,647	39,233	44,425		436,583
2	Downtown to Robinson Heights via SE 15th St.	6,286	5,373	6,080	7,563	7,092	8,128	7,483	6,605	7,093	6,908	8,003		76,614
5	Oaks Mall to Downtown via University Ave.	38,184	31,504	26,751	35,400	36,025	34,947	35,533	23,063	24,280	24,327	29,897		339,911
6	Downtown to Gainesville Mall via 6th Avenue	8,697	7,633	7,801	7,251	6,680	7,907	7,751	8,430	8,141	8,088	8,506		86,885
7	Downtown to Eastwood Meadows	8,846	7,805	8,587	9,036	7,957	9,297	9,580	7,990	8,089	7,887	8,480		93,554
8	Pine Ridge to Shands via NW 13th St.	28,412	23,251	18,702	24,725	24,459	24,684	23,528	18,221	19,504	20,732	24,288		250,506
9	Lexington Crossing to McCarty Hall	77,592	60,066	35,567	65,372	68,170	60,391	56,206	31,809	33,470	39,635	46,071		574,349
10	SFCC to Downtown via NW 16th Ave./University Ave.	9,741	8,124	4,980	8,296	7,678	7,757	7,875	5,224	5,046	5,190	6,690		76,601
11	Eastwood Meadows to Downtown via University Ave.	10,999	9,548	10,082	9,373	9,156	10,277	10,070	9,497	9,241	8,263	10,267		106,773
12	Campus Club to McCarty Hall	81,359	65,961	40,683	71,178	71,648	66,295	65,463	30,185	30,086	32,000	49,528		604,386
13	Job Services to Newell Dr./Museum Rd. via 13th St.	42,314	34,609	22,843	35,969	38,256	35,604	32,665	18,916	19,737	19,863	30,881		331,657
15	Downtown to NW 23rd St./NW 6th St. (includes Saturday service)	23,177	19,062	22,379	19,388	19,402	22,013	21,231	20,631	21,105	21,661	23,667		233,716
16	Newell Dr./Museum Rd. to Sugar Hill via 16th Ave.	25,001	20,977	16,118	20,932	22,012	20,794	21,346	12,217	13,764	14,741	13,672		201,574
17	Shands to Downtown (Began August 2007)	21,429	18,801	14,435	17,493	18,115	17,216	15,535	10,828	11,185	9,985	13,321		168,343
20	Oaks Mall to McCarty Hall via SW 20th Ave.	105,672	86,218	56,426	94,102	99,181	90,717	89,090	49,262	52,141	61,022	71,409		855,240
21	SW 43rd St. to McCarty Hall	50,200	40,214	21,237	43,124	43,191	36,570	32,405	4,483	4,817	6,669	24,347		307,257
22	McCarty Hall to Forest Park (SW 43rd St / SW 24th Avenue)	8,986	7,525	4,015	7,813	8,218	6,400	5,614				4,355		52,926
23	Oaks Mall to Santa Fe College											2,045		2,045
24	Downtown to Job Corps via SR 24 (Waldo Rd.)	8,330	7,595	6,660	7,903	6,666	7,799	6,854	6,681	6,449	5,744	7,685		78,366
25	Reitz Union/McCarty Hall to Airport											519		519
29	Shands to Cobblestone	3,665	3,317	2,036	3,511	3,550	3,062	2,587			-	1,980		23,708
34	Lexington Crossing to the Hub	57,745	46,474	26,566	48,672	50,799	43,982	40,905	17,296	18,251	22,523	30,249		403,462
35	McCarty Hall to Homestead Apartments	76,756	60,734	37,555	66,952	69,126	61,764	59,584	25,385	25,882	28,090	41,814		553,642
36	McCarty Hall to SW 34th St./Archer Rd.	14,807	12,926	6,874	13,169	13,813	11,437	9,745				6,655		89,426
38	HUB to Old Archer Road				2,833	3,728	4,510	3,637				9,099		23,807
43	SFCC to Downtown via 43rd St.	17,867	14,786	10,065	16,324	16,094	16,437	15,713	11,052	12,396	12,733	15,067		158,534
75	Butler Plaza to Oaks Mall via 75th St. (includes Saturday service)	24,152	19,454	21,167	18,791	19,329	21,563	20,986	19,589	20,167	19,555	21,584		226,337
300	Later Gator A (Downtown to Reitz Union)	5,328	3,641	2,060	4,854	3,965	2,682	4,153		12	5,906	3,639		36,240
301	Later Gator B (Lexington Cr. to Downtown)	4,176	2,607	1,403	3,035	2,923	1,744	2,840			2,594	3,104		24,426
302	Later Gator C (Oaks Mall to Downtown)	3,745	2,687	1,270	3,478	3,147	2,033	3,496			4,012	2,562		26,430
305	Later Gator F (Campus Club to Downtown)													
400-410	Saturday Service Routes (400-410) (excluding 407)	12,228	10,769	8,301	12,277	11,468	9,613	11,249	10,148	7,759	10,132	10,988		114,932
400-408	Sunday Service Routes (400-408) (excluding 409 & 410)	4,553	5,365	4,139	6,370	5,152	4,118	4,449	4,988	4,308	3,997	7,098		54,537
	City totals	828,414	676,657	478,744	725,445	737,795	690,826	667,671	384,779	399,570	441,490	581,895	-	6,613,286

Route	Campus Routes	Passengers	Passengers	Passengers	Passengers	Passengers	Passengers	Passengers	Passengers	Passengers	Passengers	Passengers	Passengers	FY 2010 Pass.
117	Park-N-Ride 2 (SW 34th St.)	16,491	13,396	7,112	14,769	15,781	13,318	12,896				7,796		101,559
118	Park-N-Ride 1 (Harn Museum)	70,946	58,198	28,106	56,022	61,204	50,718	46,075				16,385		387,654
119	Family Housing	9,619	7,599	4,176	8,063	8,281	7,317	8,263	2,506	3,545	6,642	4,603		70,614
120	West Circulator (Fraternity Row)	43,225	32,150	17,194	37,036	40,491	32,325	31,005	6,943	11,050	31,560	25,869		308,848
121	Commuter Lot	29,268	22,640	12,794	24,389	26,336	22,189	19,732	9,128	12,130	19,082	16,201		213,889
122	UF North/South Circulator	4,161	3,258	1,455	4,002	3,980	3,304	3,221	810	831	1,079	1,782		27,883
125	Lakeside	23,007	18,526	9,083	21,542	22,815	19,237	18,466	7,867	9,329	27,374	16,650		193,896
126	UF East/West Circulator (Evening)	8,863	6,625	3,457	6,428	7,606	5,405	5,488	575	739	2,317	5,971		53,474
127	East Circulator (Sorority Row)	35,412	28,576	14,411	30,794	31,713	25,653	20,867	5,076	5,314	6,842	13,428		218,086
	Campus totals	240,992	190,968	97,788	203,045	218,207	179,466	166,013	32,905	42,938	94,896	108,685	-	1,575,903

	Other Services Totals	12,092	30,385	-	-	-	-	72	-		31			42,580
	Systemwide Totals	1,081,498	898,010	576,532	928,490	956,002	870,292	833,756	417,684	442,508	536,417	690,580	-	8,231,769

Indicates route not in operation

Saturday / Sunday Service

January 11, 2011 Regular BOCC Meeting
Agenda Item #28

Title
Limestone Puroducts, Inc.: Change Order 1 to Purchase Order 110087. (Amended)

Amount
$100,000.00

Description
Request approval of the Finance Report and Change Order 1 to Purchase Order 110087, issued to Limestone Products, Inc.

Recommendation
Approve the Finance Report and the issuance of Change Order 1 to Purchase Order 110087, issued to Limestone Products, Inc. A copy, if applicable, to be included in the Board's minutes.

Alternative(s)
That the Board reject the Finance Report and the issuance of Change Order #1 to Purchase Order #110087, issued to Limestone Products, Inc.

Requested By
Rick Hedrick

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve Change Order #1, to Purchase Order #110087, issued to Limestone Products, Inc., for an increase of $100,000.00 for the purchase of additional base limerock and mine stabilizing limerock, for the Public Works Department. The new purchase order total is $200,000.00. Prices are per Annual Bid Renewal #11-3 Annual Mine Base Limerock & Mine Stabilizing Limerock.

Background
Blanket Purchase Order #110087 to Limestone Products, Inc., was issued September 28, 2010 for mine base limerock and mine stabilizing limerock, in the amount of $100,000.00. Change Order #1 will increase the Purchase Order by $100,000.00, for a new purchase order total of $200,000.00.Original PO Total: $100,000.00Change Order #1: $100,000.00Revised Total: $200,000.00

Issues
Rejecting this Change Order will inhibit the Department's ability to serve Alachua County residents.

Fiscal Recommendation

Sufficient funding is available to fund the change order.

Fiscal Alternative(s)
n/a

Funding Sources
Gas Tax Uses

Account Code(s)
149-7900-541.53-10

Attachment: 110087FR.pdf
Attachment: 110087PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

December 1, 2010

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Change Order #1, to Purchase Order #110087, issued to Limestone Products, Inc., for an increase of $100,000.00 for the purchase of additional base limerock and mine stabilizing limerock, for the Public Works Department. The new purchase order total $200,000.00. Prices are per Annual Bid Renewal #11-3; Annual Mine Base Limerock & Mine Stabilizing Limerock.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same. A copy, if applicable, to be included in the Board's minutes.

APPROVED THIS 11th DAY OF January, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS/mm

PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110087

ORDER DATE	9/13/2010
REQ. NUMBER	0000055289
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	
VENDOR NO.	4778000

CHANGE NO.: 1
DATE: 12/01/2010

VENDOR
VENDOR I.D. # ☐

LIMESTONE PRODUCTS INC
PO BOX 177
NEWBERRY FL 32669-0177

SHIP TO
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT
5620 NW 120TH LANE
GAINESVILLE FL 32653

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
			A/BID #11-3 BID: PURCHASE OF BASE LTMEROCK /UBO				
			EFFECTIVE DATE: 10/01/2010				
			EXPIRATION DATE: 9/30/2011				
					NOT	TO EXCEED	200000.00 **
			REMARKS:				
			CO #1 TO INCREASE PO #110087 BY $100,000.00 TO PURCHASE ADDITIONAL LIMEROCK				
			ACCOUNT: #149-7900-541-53-10				
			ORIGINAL PO TOTAL: $100,000.00				
			CHANGE ORDER #1: $100,000.00				
			NEW REVISED TOTAL: $200,000.00				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

January 11, 2011 Regular BOCC Meeting
Agenda Item #29

Title
Quit-Claim Deed from Ventura Florida Owner, LLC in connection with the existing drainage at the intersection of SW 43 Street and SW 20 Avenue. (Amended)

Amount
N/A

Description
Request Approval of the Quit-Claim Deed from Ventura Florida Owner, LLC in connection with the existing drainage at the intersection of SW 43 Street and SW 20 Avenue.

Recommendation
Approve the Quit-Claim Deed from Ventura Florida Owner, LLC in connection with SW 43 Street and SW 20 Avenue.

Alternative(s)
Do not accept the quit-claim deed and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works

Attachment(s) Description
Quit-Claim Deed with location maps.

Documents Requiring Action
Quit-Claim Deed from Ventura Florida Owner, LLC.

Executive Summary
Quit-Claim Deed donated by Ventura Florida Owner, LLC in connection with the existing drainage to control stormwater runoff at the intersection of SW 43 Street and SW 20 Avenue.

Background
This Quit-Claim Deed is being donated by Ventura Florida Owner, LLC in connection with the existing drainage to control stormwater runoff at the intersection of SW 43 Street and SW 20 Avenue. SW 43 Street is located on the south side of SW 20 Avenue, approximately 1/2 mile west of SW 34 Street. SW 20 Avenue is located on the west side of SW 34 Street, approximately 1 mile north of Archer Road in Gainesville.

Issues
There are no issues anticipated with the acceptance of this Quit-Claim Deed.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: QD_Ventura_SW43St_SW20Ave.pdf

This instrument prepared by:
Robert W. Wigglesworth
Alachua County
Public Works Department
P.O. Box 1188
Gainesville, FL 32602-1188

Portion of Tax Parcel No.: 06746-033-000
County Road: SW 43 St. & SW 20 Ave
ALACHUA COUNTY, FLORIDA

QUIT-CLAIM DEED

THIS DEED, made this 3RD day of NOVEMBER, A.D., 2010, by **VENTURA FLORIDA OWNER, LLC,** a Delaware limited liability company, whose mailing address is c/o RAIT PARTNERSHIP, L.P., 2929 Arch Street, 17th Floor, Philadelphia, PA 19104-7394, as party of first part, and **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, as party of the second part;

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, paid each to the other, receipt of which is hereby acknowledged, does hereby remise, release, and quit-claim unto the said party of the second part forever all the right, title, interest, claim and demand which the said party of the first part

has in and to the following described land lying and being in Alachua County, Florida, to wit:

A parcel of land being more particularly described in **Exhibit "A"**, as attached hereto and by reference made a part herein.

This deed is made and accepted on the condition that the land being conveyed is to be used as a drainage facility, and that the County will maintain said facility from the day and year first above written. In the event that the property conveyed by this deed is no longer used or needed as a drainage facility, then the said property shall revert to the Grantor, the Grantor's heirs or assigns, and the Grantee, and the Grantee assigns shall forfeit all rights thereto.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

[SIGNATURE CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed the day and year first above-written.

WITNESSES:

print name JOHN J. REYLE

print name FARRELL ENDER

VENTURA FLORIDA OWNER, LLC,
A Delaware limited liability company
By: Ventura Florida Member, LLC, its sole Member
By: RAIT Equity Holdings I, LLC, its sole Member
By: RAIT Partnership, L.P., its sole Member
By: RAIT General, Inc., its General Partner
By: _____
Name: **Kenneth R. Frappier**
Title: **Executive Vice President**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

The foregoing instrument was acknowledged before me this 3 day of November, 2010, by Kenneth R. Frappier, as EVP of RAIT General, Inc., which is the General Partner of RAIT Partnership, L.P., which is the sole Member of RAIT Equity Holdings I, LLC, which is the sole member of Ventura Florida Member, LLC, which is the sole Member of VENTURA FLORIDA OWNER, LLC, a Delaware limited liability company, and who is personally known to me or who has produced _____ personally known. as identification.

Courtney J Evernham
Notary (print name) Courtney J Evernham (SEAL)
My Commission Expires: March 14, 2013
Commission No: _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Courtney J. Evernham - Notary Public
City of Philadelphia, Philadelphia County
MY COMMISSION EXPIRES MAR. 14, 2013

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

At a meeting on the 11th day of January 2010, the Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance.

COMMISSION CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this 12th day of January, 2010.

ATTEST:

J.K. IRBY, CLERK

EXHIBIT "A"

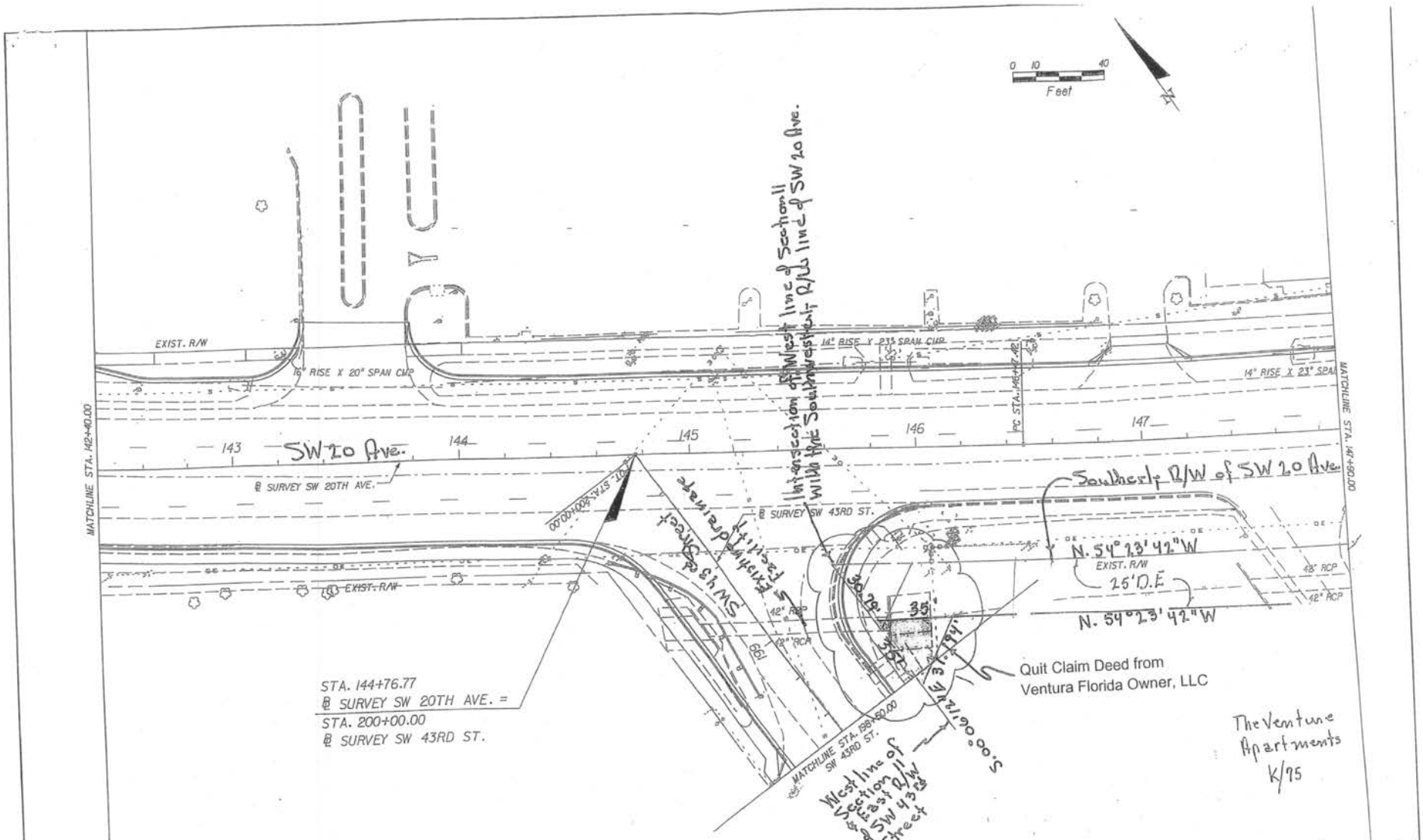
Tax Parcel No. 06746-033-000
The Venture Apartments

That part of Lot 33 of The Venture Apartments, as per plat recorded in Plat Book "K", at page 75 of the Public Records of Alachua County, Florida, and being more particularly described as follows:

Commence at an intersection of the west line of Section 11, Township 10 South, Range 19 East, with the southwesterly right of way line of SW 20 Avenue for a Point of Reference; thence South 00 deg. 06 min. 12 sec. East along the said west line of Section 11 (a.k.a. the east right of way line of SW 43 Street), a distance of 30.79 feet to an intersection with the southwesterly boundary line of a 25.0 foot dedicated drainage easement, as per the said record plat and as per Official Record Book 930, page 209 of the said Public Records and being the Point of Beginning;

thence continue South 00 deg. 06 min. 12 sec. East, along the said west line (a.k.a. the east right of way line of SW 43 Street), a distance of 35.0 feet; thence North 62 deg. 45 min. 10 sec. East, a distance of 31.94 feet to an intersection with the said southwesterly boundary line of a 25.0 foot drainage easement; thence North 54 deg. 23 min. 42 sec. West along the said southwesterly boundary line, a distance of 35.0 feet to an intersection with the said west line of Section 11 for the said Point of Beginning.
Containing approximately 497 square feet.

Bearing Note: The bearings as shown herein have been projected from the Record Plat of The Venture Apartments.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

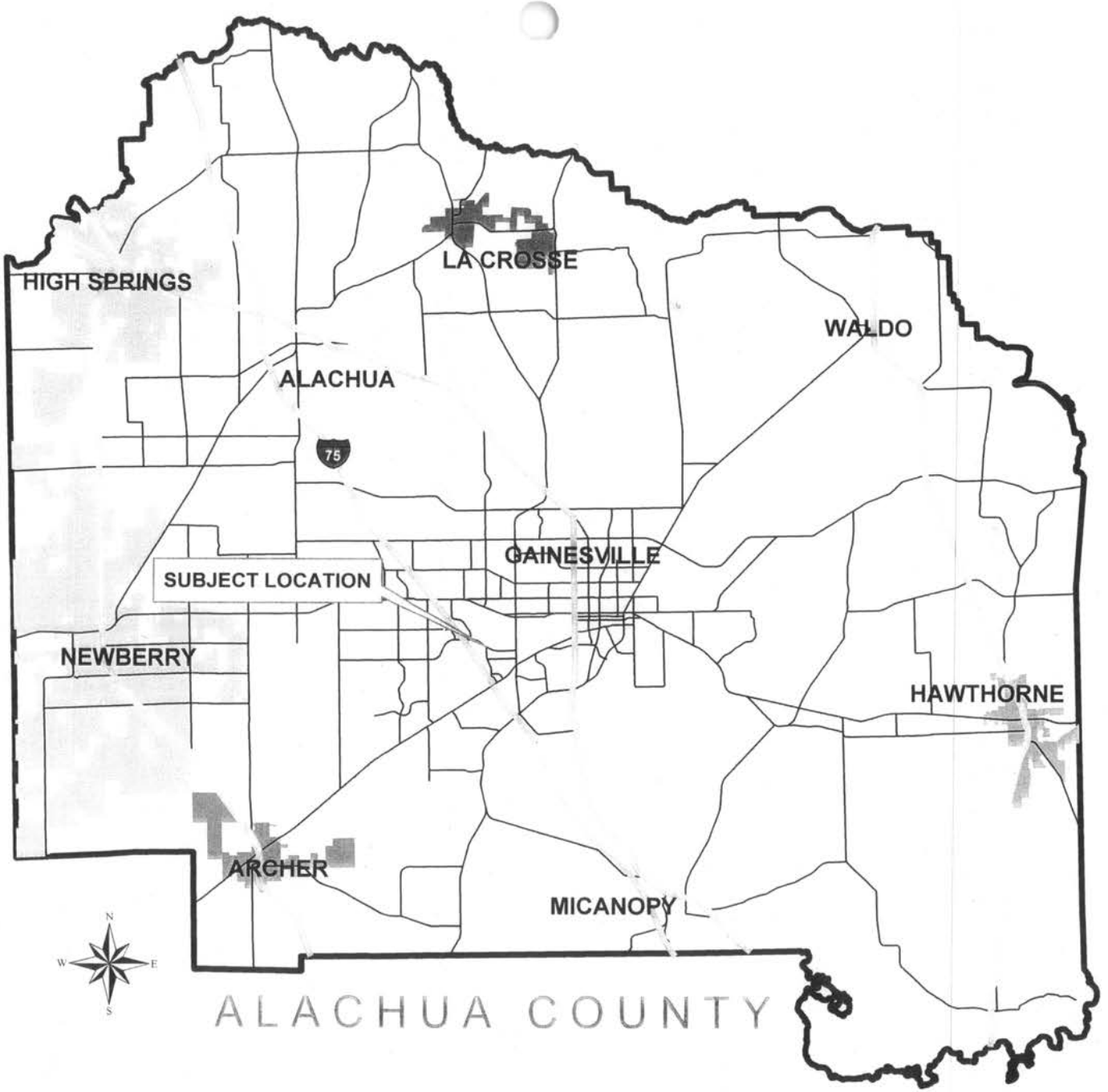
ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50086
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32256

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	N/A

ROADWAY PLAN-PROFILE

SHEET NO.


HIGH SPRINGS
LA CROSSE
WALDO
ALACHUA
75
GAINESVILLE
SUBJECT LOCATION
NEWBERRY
HAWTHORNE
ARCHER
MICANOPY
N
W
E
S
ALACHUA COUNTY

January 11, 2011 Regular BOCC Meeting
Agenda Item #30

Title
County Road NE 132 Ave: authorizing the Release of a portion of an existing easement in connection with County Road NE 132 Avenue. (Amended)

Amount
N/A

Description
Request Adoption of the Resolution authorizing the release of a portion of an existing easement in connection with County Road NE 132 Avenue.

Recommendation
Adopt the Resolution authorizing the release of a portion of an existing easement in connection with County Road NE 132 Avenue.

Alternative(s)
Do not adopt the resolution and provide staff with direction.

Requested By
Richard Hedrick (Contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works

Attachment(s) Description
Resolution with location maps and Release of Easement.

Documents Requiring Action
Resolution and Release of Easement.

Executive Summary
Resolution authorizing the release of a portion of an existing easement in connection with County Road NE 132 Avenue to the adjacent property owners, Glenda Jean Corsaro and Michael A. Corsaro.

Background
Alachua County acquired a 50.0 foot wide easement September 28, 1961 as recorded in Official Record Book 157, page 172 of the public records of Alachua County across the south 50 feet of Tax Parcel Number 18387-007-000 for the construction of a drainage facility to control stormwater runoff from County Road NE 132 Avenue. The County constructed the drainage facility within the south 25 feet of the said 50 foot easement. When Glenda Jean Corsaro (hereinafter referred to as "Corsaro")purchased the property in which the easement is located, the survey prepared by Terrence J. Brannan Land Surveying depicted the location of the existing residence encroaching into the north 25 feet of the said 50 foot easement. Due to this encroachment, Wayne P. Castello, attorney for the Corsaro's, has made a request to Alachua County to release the said north 25 feet of the said 50 foot easement in order to provide clear title to the Corsaro's property. The Board has determined that the north 25 feet of the said easement, due to its size, shape, location and value, is of use only to the adjacent property owner, Glenda Jean Corsaro & Michael A. Corsaro. County Road NE 132 Avenue is located east of CR 1471 and north of NE 114 Avenue (CR 1469)

between Lake Alto and Little Santa Fe Lake.

Issues
There are no issues anticipated with this Resolution and Release of Easement.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Release_Ease_NE132Ave_CORSARO.pdf
Attachment: Resolution_NE132Ave_Ease_release.pdf

RESOLUTION 11-01

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE RELEASE OF A PORTION OF AN EXISTING COUNTY EASEMENT IN CONNECTION WITH COUNTY ROAD NE 132 AVENUE; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO COMPLETE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County acquired a 50.0 foot wide easement, dated September 28th, 1961 and as recorded in Official Record Book 157, page 172 of the Public Records of Alachua County, Florida for the purpose of constructing, excavating, repairing and maintaining a drainage facility for stormwater runoff from NE 132 Avenue; and

WHEREAS, the County constructed a drainage facility within the southern 25 feet of the said 50.0 foot wide easement; and

WHEREAS, the fee simple ownership of this 50.0 foot wide County easement was conveyed to Glenda Jean Corsaro (hereinafter referred to as "Corsaro"), along with other adjacent property, dated October 20, 2003 and as recorded in Official Record Book 2791, page 1235; and

WHEREAS, Terrence J. Brannan, Land Surveying, prepared a survey, dated August 26, 2010, Job No. 10072, depicted the location of Corsaro's residence, which partially encroaches into the north 25.0 feet of the said 50.0 foot wide County easement; and

WHEREAS, due to this said encroachment, Wayne P. Costello, Corsaro's Attorney, has made a request to Alachua County to release the said north 25.0 feet of the south 50.0 foot wide easement so the Corsaro's improvements would no longer encroach upon the County's easement; and

WHEREAS, that portion of the easement to be released is more particularly described in Exhibit "A", attached hereto and by reference made a part of this Resolution; and

WHEREAS, it is the opinion of the Board of County Commissioners of Alachua County, Florida (Board), that the northerly 25 feet of the said easement is not needed for County purposes and is needed by the Corsaro's in order to eliminate the existing encroachment and to provide clear title to their property; and.

WHEREAS, Florida Statue 125.35(2) allows the Board to effect a private sale, if the property is of no use to the County and is of use only to one adjacent property owner, and

WHEREAS, there are no other adjacent property owners to be notified by certified mail of the intended actions; and

WHEREAS, the value for the 25 foot strip is less than $15,000.00, as determined by the Property Appraiser; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. The Board finds, determines and declares that the recitals in the preamble are true and correct, and hereby incorporates them by reference.

2. The Board hereby authorizes the release of the north 25.0 feet of the County's 50.0 foot wide easement, as described in Exhibit "A", to Glenda Jean Corsaro.

3. The Chair and the Clerk of the Board are authorized to execute any documents, approved by the County Attorney, needed to complete this transaction.

4. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 11th day of January, A.D., 2010.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney

EXHIBIT "A"

That part of Government Lot 5 in Section 21, Township 8 South, Range 22 East, Alachua County, Florida, and being more particularly described as follows:

Commence at the southwest corner of said Section 21 for a Point of Reference; thence North 89 deg. 36 min. 00 sec. East along the south line of said Section 21, a distance of 1969.85 feet; thence North 00 deg. 24 min. 00 sec. West perpendicular to the said south line of Section 21, a distance of 50.0 feet; thence North 89 deg.36 min. 00 sec. East parallel with the said south line of Section 21, a distance of 550.31 feet to the **Point of Beginning**; (said point is also a boundary corner of the Glenda Jean Corsaro property, as per deed recorded in Official Record Book 2791, page 1235 of the public records of Alachua County);

thence South 00 deg. 05 min. 31 sec. East along the boundary line of the said Corsaro property, a distance of 25.0 feet; thence North 89 deg. 36 min. 00 sec. East parallel with the said south line of Section 21, a distance of approximately 190 feet to the waters edge of Little Lake Santa Fe; thence Northwesterly along the said waters edge, approximately 25 feet to an intersection with a line that bears North 89 deg. 36 min. 00 sec. East from the said point of beginning; thence South 89 deg. 36 min. 00 sec. West parallel with the said south line of Section 21, a distance of approximately 180 feet to the said **Point of Beginning**.

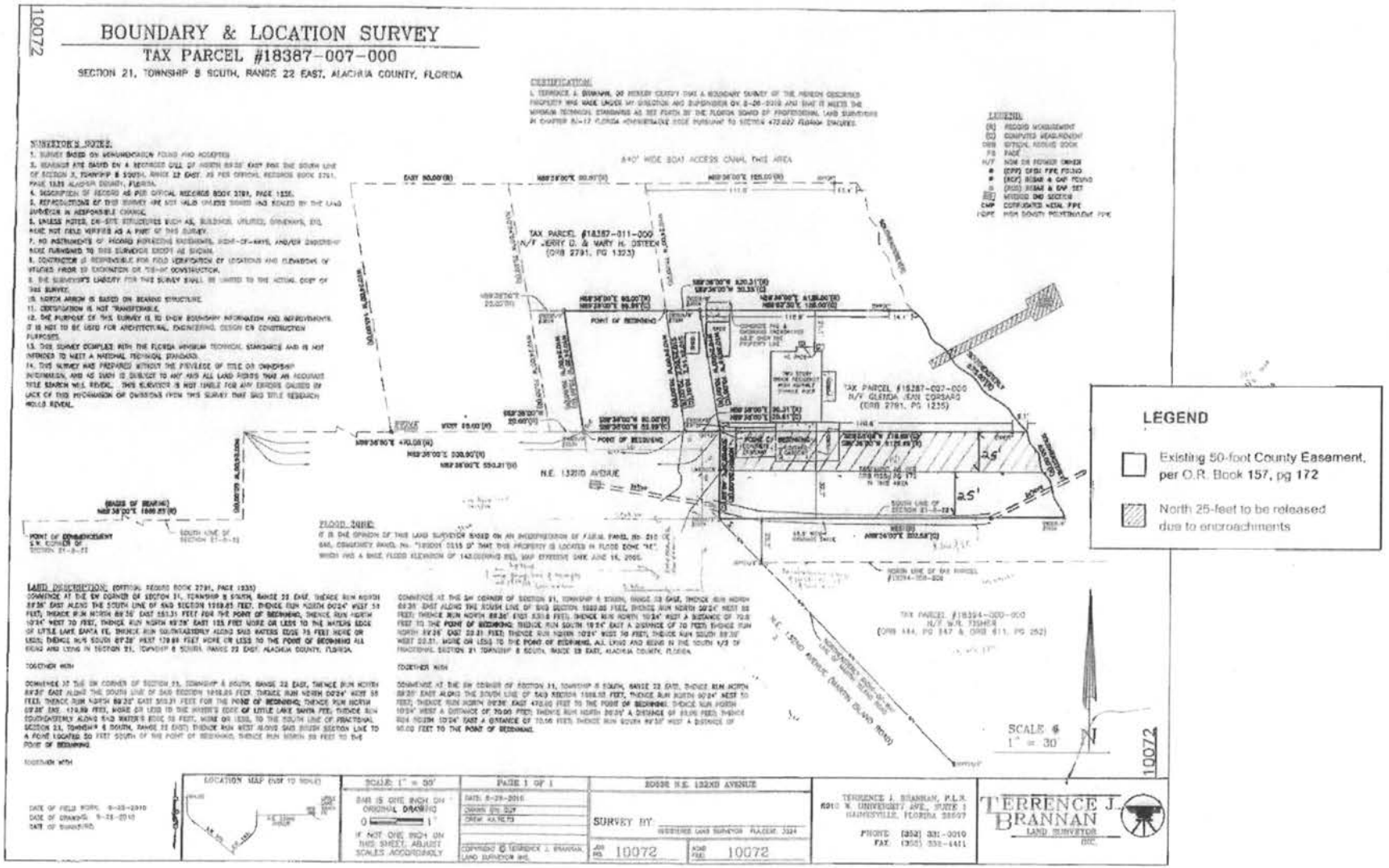
The above description is also known as the north 25.0 feet of that easement, dated September 28, 1961 and recorded in Official Record Book 157, page 172 of the public records of Alachua County, Florida.

10072

BOUNDARY & LOCATION SURVEY

TAX PARCEL #18387-007-000

SECTION 21, TOWNSHIP 8 SOUTH, RANGE 22 EAST, ALACHUA COUNTY, FLORIDA



LOCATION MAP (NOT TO SCALE)

DATE OF FIELD WORK: 9-28-2010
DATE OF DRAWING: 9-28-2010
DATE OF REVISIONS:

SCALE: 1" = 30'

BAR IS ONE INCH ON ORIGINAL DRAWING

0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PAGE 1 OF 1

DATE: 9-28-2010
DRAWN BY: DLF
CHKD. BY: TJB

COPYRIGHT © TERRENCE J. BRANNAN, LAND SURVEYOR INC.

20930 N.E. 132ND AVENUE

SURVEY BY: _____
REGISTERED LAND SURVEYOR FLA.CERT. 3324

JOB NO. 10072

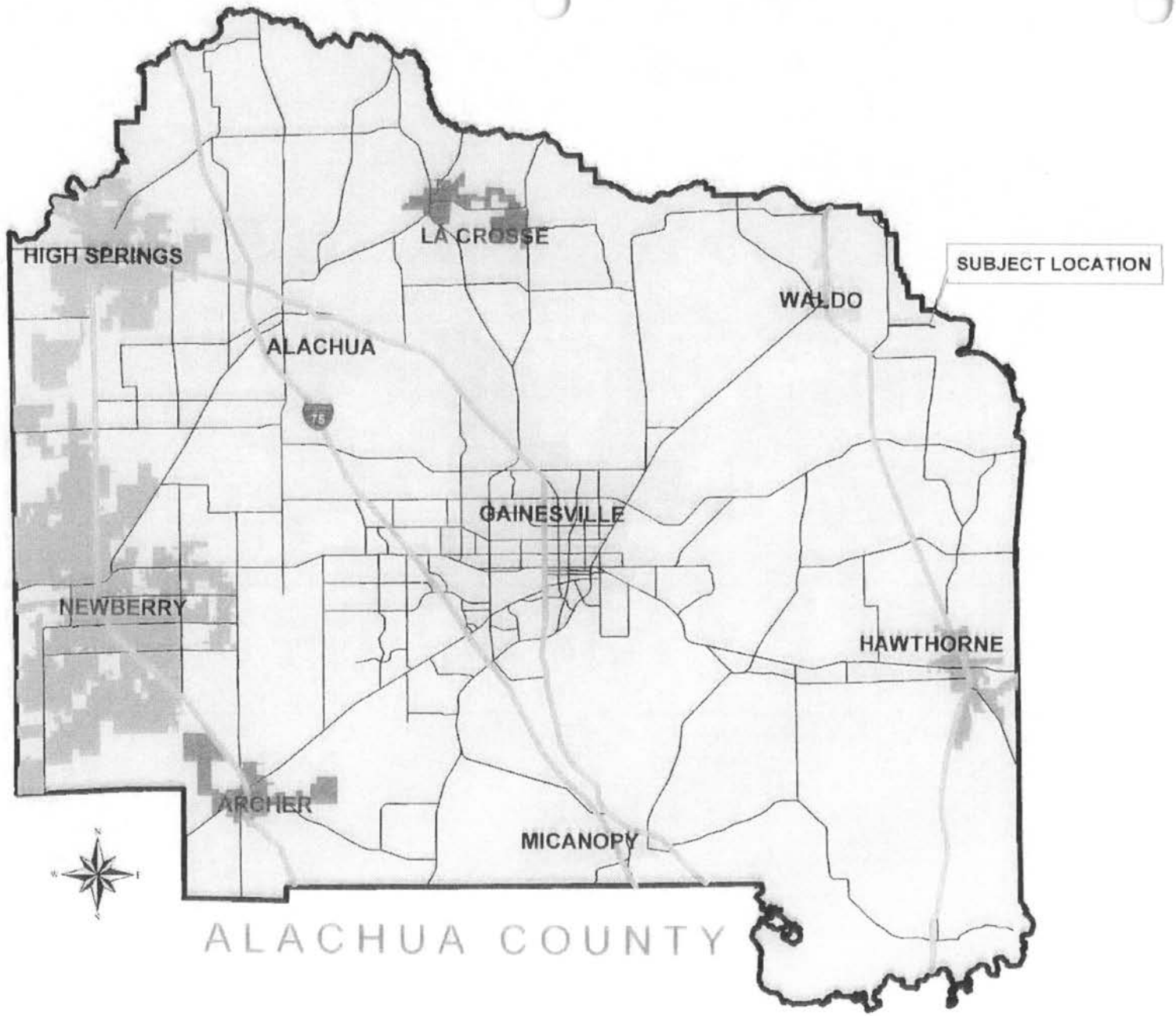
ACAD FILE 10072

TERRENCE J. BRANNAN, P.L.S.
6010 N. UNIVERSITY AVE., SUITE 1
GAINESVILLE, FLORIDA 32607

PHONE: (352) 331-0010
FAX: (352) 331-4411

TERRENCE J. BRANNAN
LAND SURVEYOR
INC.

10072


HIGH SPRINGS
LA CROSSE
SUBJECT LOCATION
WALDO
ALACHUA
75
GAINESVILLE
NEWBERRY
HAWTHORNE
ARCHER
MICANOPY
ALACHUA COUNTY

This instrument prepared by:
Robert W. Wigglesworth
Public Works Department
P.O. Box 1188
Gainesville, Fl 32602-1188

Portion of Tax
Parcel No. 18387-007-000
County Road: NE 132 Avenue
ALACHUA COUNTY, FLORIDA

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, made this 11th day of January, A.D. 2010, between **ALACHUA COUNTY,** a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS, whose mailing address is, P.O. Box 2877, Gainesville, Florida 32602-2877, as "party of the first part" and **GLENDA JEAN CORSARO, a married woman, joined by her husband, MICHAEL A. CORSARO,** whose mailing address is 20532 NE 132 Avenue, Waldo, Florida, 32694, as "party of the second part".

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS, ($10.00) and other good and valuable considerations, paid each to the other, receipt of which is hereby acknowledged, has granted, bargained and released to the party of the second part, its successors and assigns, a portion of an easement as described below, to-wit:

> A parcel of land being more particularly described in Exhibit "A", as attached hereto and by reference made a part herein.
>
> Lying and being in Section 21, Township 8 South, Range 22 East, Alachua County, Florida.

TO HAVE AND TO HOLD the same unto the said party of the second part, their successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. "Buddy" Irby,
Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

EXHIBIT "A"

That part of Government Lot 5 in Section 21, Township 8 South, Range 22 East, Alachua County, Florida, and being more particularly described as follows:

Commence at the southwest corner of said Section 21 for a Point of Reference; thence North 89 deg. 36 min. 00 sec. East along the south line of said Section 21, a distance of 1969.85 feet; thence North 00 deg. 24 min. 00 sec. West perpendicular to the said south line of Section 21, a distance of 50.0 feet; thence North 89 deg.36 min. 00 sec. East parallel with the said south line of Section 21, a distance of 550.31 feet to the **Point of Beginning;** (said point is also a boundary corner of the Glenda Jean Corsaro property, as per deed recorded in Official Record Book 2791, page 1235 of the public records of Alachua County);

thence South 00 deg. 05 min. 31 sec. East along the boundary line of the said Corsaro property, a distance of 25.0 feet; thence North 89 deg. 36 min. 00 sec. East parallel with the said south line of Section 21, a distance of approximately 190 feet to the waters edge of Little Lake Santa Fe; thence Northwesterly along the said waters edge, approximately 25 feet to an intersection with a line that bears North 89 deg. 36 min. 00 sec. East from the said point of beginning; thence South 89 deg. 36 min. 00 sec. West parallel with the said south line of Section 21, a distance of approximately 180 feet to the said **Point of Beginning.**

The above description is also known as the north 25.0 feet of that easement, dated September 28, 1961 and recorded in Official Record Book 157, page 172 of the public records of Alachua County, Florida.

January 11, 2011 Regular BOCC Meeting
Agenda Item #31

Title
A request to advertise a rezoning from C-1 (Conservation) to RE-1 (Residential Estate) for parcel number 06836-006-000. (Amended)

Amount
N/A

Description
Request Approval to advertise a rezoning from C-1 (Conservation) to RE-1 (Residential Estate) for parcel number 06836-006-000 on approximately 10 acres.

Recommendation
Authorize staff to advertise a public hearing to consider rezoning parcel number 06836-006-000 from C-1 (Conservation) to RE-1 (Residential Estate 1)

Alternative(s)
Do not approve the request to advertise.

Requested By
Missy Daniels, Senior Planner, 374-5249

Originating Department
Growth Management

Attachment(s) Description
Administrative Rezoning Map

Documents Requiring Action
None

Executive Summary
In 1997 the County conducted a County-wide administrative rezoning to ensure that parcels were zoned correctly for the underlying land use designation. The Dickinson's property, parcel number 6836-006, has a Low Density Residential land use designation and was administratively rezoned to C-1 (Conservation) in 1997 because of a conservation easement on some of the properties in the area. The rezoning was most likely in error for this property as it is not covered by the conservation easement. The appropriate zoning district for this property would be RE-1 (Residential Estate 1).

Background
In 1997 the County conducted a County-wide administrative rezoning to ensure that parcels were zoned correctly for the underlying land use designation. The Dickinson's property, parcel number 6836-006, has a Low Density Residential land use designation and was administratively rezoned to C-1 (Conservation) in 1997. The attached administrative rezoning map indicates "Conservation Easement" as the reason for the rezoning. A conservation easement exists in the vicinity of the Dickinson's property but does not touch the 10 acres of this particular parcel. The rezoning was most likely in error for the properties in this area that are not covered by the Conservation Easement. C-1 zoning limits properties to one unit per 10 acres. The Dickinsons wish to construct an accessory living unit on their property but cannot do so since the property is only 10 acres. The appropriate zoning

district for this property would be RE-1 (Residential Estate 1). This limits the number of units to 2 units per acre and is consistent with the Low Density Residential land use designation. This would allow the Dickinsons to construct the accessory living unit.

Issues

1. This property was administratively rezoned most likely in error in 1997 during the County-wide administrative rezoning conducted to ensure properties were zoned consistently with their land use. 2. This is a privately owned property with a single-family home currently on site. 3. In the past the County has initiated land use map amendments for properties that were similarly incorrectly mapped.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

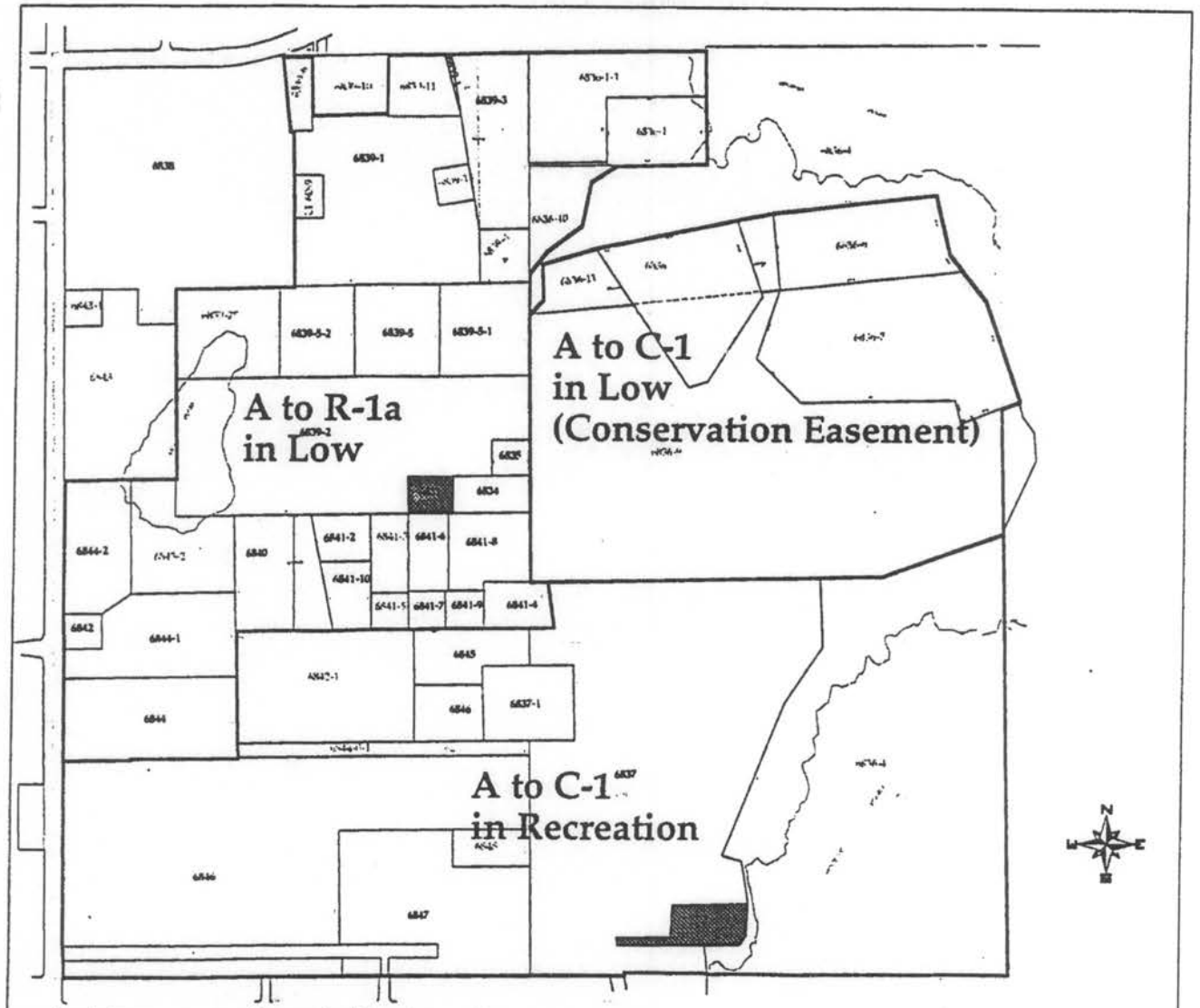
Funding Sources

N/A

Account Code(s)

N/A

Attachment: Dickinson Property Admin Rezone.pdf



Shaded areas are not subject to administrative rezoning.

THIS MAP IS G.I.S. GENERATED FOR ASSESSMENT PURPOSES ONLY AND IS NOT AN ACTUAL SURVEY.

*ALL MAPS ARE SUBJECT TO FIELD CORRECTIONS.

LEGEND

PARCEL LINE
FENCE LINE
RAILROAD
CITY LIMIT LINE
LOW & SWAMPY
TIE BAR

GRAPHIC SCALE

ALACHUA COUNTY PROPERTY APPRAISER
GEOGRAPHIC INFORMATION SYSTEM

ED CRAPO, CFA, ASA
PROPERTY APPRAISER

SEC 16 TWP 10S RGE 19E

January 11, 2011 Regular BOCC Meeting
Agenda Item #32

Title
CDBG Disaster Recovery Program - Alachua County Housing Authority Purchasing Process (Amended)

Amount
$59,483.75

Description
Request approval of the Alachua County Housing Authority (ACHA) is requesting approval of the purchase of 110 tankless hot water heaters through the CDBG Disaster Recovery Grant.

Recommendation
Approve the informal bidding process followed by the Alachua County Housing Authority and the purchase of 110 tankless hot water heaters.

Alternative(s)
Do not approve the informal bidding process followed by the ACHA and the purchase of 110 tankless hot water heaters.

Requested By
Leslie McLendon, Planner

Originating Department
Growth Management

Attachment(s) Description
AHCA bid documents

Documents Requiring Action
N/A

Executive Summary
Alachua County has been awarded $475,822 through a non-competitive grant process for disaster recovery due to 2008 Tropical Storm Fay. Alachua County Housing Authority (ACHA) is one of the subrecipients and was allocated $60,000 for the purchase of tankless hot water heaters for 110 public housing units. $59,483.75 was expended for the project. This is over the threshold for County small purchases which requires a formal bidding process. ACHA went through an informal bidding process that meets all of the competitive requirements of the Department of Community Affairs (DCA) and CDBG. Because ACHA is a sub-recipient of the County, they need to follow County procedures as well as DCA's. Because the amount is over the County's threshold, BoCC approval of the purchase is required. This is a reimbursement grant where the County reimburses the sub-recipient and the County will then request reimbursement from the State. If the BoCC approves the purchasing process that was followed, then staff can proceed with the reimbursement process pending DCA review and assurance that the County will be reimbursed.

Background
The funds awarded to Alachua County are to be used for disaster relief and long-term recovery for damages received from Tropical Storm Fay. In the absence of any significant damages, the funding may go towards mitigation projects. All projects must meet one of three national objectives: Benefit low-moderate income persons; address slum and blight; or be an urgent need. The

ACHA project benefits low-moderate income persons. The BoCC approved the contract which included each of the subrecipient's projects and funding amounts in May 2010.

Issues
ACHA followed a valid competitive bidding process per DCA and CDBG guidelines, but because the threshold is over the County's small purchase amount the County requires a formal bidding process unless approved by the BoCC. This was not for a professional services contract, but for the purchase of equipment only.

Fiscal Recommendation
This request has no adverse fiscal impact.

Fiscal Alternative(s)
N/A

Funding Sources
CDBG

Account Code(s)
124-6500-554.34-71

Attachment: ACHA Tankless Waterheaters Bid Process.pdf

Alachua County Housing Authority

703 N.E. 1st Street • Gainesville, Florida 32601

352/372-2549
FAX 373-4097

August 19th, 2010

Re. Rheem Residential LP Tankless Water Heater

HD Supply - Plumbing
11322 NW us Highway 441
Alachua, FL 32615

To Christopher Wilson:

We are requesting a quote as listed below under our updated procurement guidelines. Should you have already completed and submitted a quote from the original request date of June 9th, 2010, then that quote will suffice. We thank you for your participation in our procurement process.

We are requesting a quote on Rheem residential LP tankless water heaters. Specifically, how many of the 64 series, one to two bath, tankless water heaters can you supply for $60,000 These are to be indoor, direct vent with clean out valves, 12-year warranty on heat exchanger, 5-year warranty on parts and 1-year warranty on lobar.

You may quote from another manufacturer, however documentation must be provided stating that the unit is equivalent or better unit than as specified above.

Please remit your quote on company letterhead directed to Ronald Hall at the above address by September 6th, 2010.

Thank you

Ronald W Hall

Ron Hall
Director of Maintenance and Inspections

Alachua County Housing Authority

703 N.E. 1st Street • Gainesville, Florida 32601

352/372-2549
FAX 373-4097

August 19th, 2010

Re. Rheem Residential LP Tankless Water Heater

Ferguson Supply
4414 SW 34th St
Gainesville, FL 32608

To Todd Russel:

We are requesting a quote as listed below under our updated procurement guidelines. Should you have already completed and submitted a quote from the original request date of June 9th, 2010, then that quote will suffice. We thank you for your participation in our procurement process.

We are requesting a quote on Rheem residential LP tankless water heaters. Specifically, how many of the 64 series, one to two bath, tankless water heaters can you supply for $60,000 These are to be indoor, direct vent with clean out valves, 12-year warranty on heat exchanger, 5-year warranty on parts and 1-year warranty on lobar.

You may quote from another manufacturer, however documentation must be provided stating that the unit is equivalent or better unit than as specified above.

Please remit your quote on company letterhead directed to Ronald Hall at the above address by September 6th, 2010.

Thank you

Ronald S Hall

Ron Hall
Director of Maintenance and Inspections

Alachua County Housing Authority

703 N.E. 1st Street • Gainesville, Florida 32601

352/372-2549
FAX 373-4097

August 19th, 2010

Re. Rheem Residential LP Tankless Water Heater

Morgan Brothers Supply
3310 North Main St
Gainesville, FL 32609

To John Vicars:

We are requesting a quote as listed below under our updated procurement guidelines. Should you have already completed and submitted a quote from the original request date of June 9th, 2010, then that quote will suffice. We thank you for your participation in our procurement process.

We are requesting a quote on Rheem residential LP tankless water heaters. Specifically, how many of the 64 series, one to two bath, tankless water heaters can you supply for $60,000 These are to be indoor, direct vent with clean out valves, 12-year warranty on heat exchanger, 5-year warranty on parts and 1-year warranty on lobar.

You may quote from another manufacturer, however documentation must be provided stating that the unit is equivalent or better unit than as specified above.

Please remit your quote on company letterhead directed to Ronald Hall at the above address by September 6th, 2010.

Thank you

Ronald W Hall

Ron Hall
Director of Maintenance and Inspections

Alachua County Housing Authority

703 N.E. 1st Street • Gainesville, Florida 32601

352/372-2549
FAX 373-4097

August 19th, 2010

Re. Rheem Residential LP Tankless Water Heater

Gorman of Gainesville
2937 NE 19th Dr
Gainesville, FL 32609-3316

To Richard Dukes:

We are requesting a quote as listed below under our updated procurement guidelines. Should you have already completed and submitted a quote from the original request date of June 9th, 2010, then that quote will suffice. We thank you for your participation in our procurement process.

We are requesting a quote on Rheem residential LP tankless water heaters. Specifically, how many of the 64 series, one to two bath, tankless water heaters can you supply for $60,000 These are to be indoor, direct vent with clean out valves, 12-year warranty on heat exchanger, 5-year warranty on parts and 1-year warranty on lobar.

You may quote from another manufacturer, however documentation must be provided stating that the unit is equivalent or better unit than as specified above.

Please remit your quote on company letterhead directed to Ronald Hall at the above address by September 6th, 2010.

Thank you

Ronald S Hall

Ron Hall
Director of Maintenance and Inspections

September 20, 2010

Milan Land
Gorman of Gainesville
2937 NE19th Drive
Gainesville, FL 32609-3316

Dear Mr. Land:

Please accept this letter as a purchase order notification of our desire to acquire 110 Rheem Tankless Water Heaters and valves per the attached quotation.

Please contact myself or Gail Monahan should you have any questions or need further details on this request.

Sincerely,

Ronald Hall
Director of Facilities

Cc. Gail Monahan, Executive Director

213 GORMAN GAINESVILLE
2937 NE 19TH DRIVE
GAINESVILLE FL 32609-3316
352-377-2311 Fax 352-373-5454

** INVOICE **

INVOICE DATE	INVOICE NUMBER
10/05/10	S007106914.001

REMIT TO:	PAGE NO.
HAJOCA CORPORATION DEPT. AT 40004 ATLANTA GA 31192	1

BILL TO:
ALACHUA COUNTY HOUSING AUTHORITY
703 NE 1ST ST
GAINESVILLE, FL 32601-5304

SHIP TO:
ALACHUA COUNTY HOUSING AUTHORITY
703 NE 1ST ST
GAINESVILLE, FL 32601-5304

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER RELEASE NUMBER	CS	ORDERED BY
213-017903	RHEEM TANKLESS		N	MARK SWAN

SALESPERSON	WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Richard Dukes	Milan Land	OT OUR TRUCK	NET 10TH PROX	10/05/10	09/21/10

DESCRIPTION	ORDER QTY.	SHIP QTY.	NET UNIT PRICE	EXTENSION
R RTG64DVP LP INDOOR DV WTR TKL	100ea	50ea	499.000ea	24950.00
R RTG64DVN NAT INDOOR DV WTR TKL	10ea	10ea	499.000ea	4990.00
WATTS 0100132 3/4 TWH-FT-HCN-RV 3/4 TKL VALVE	110ea	60ea	43.750ea	2625.00

THANK YOU FOR YOUR ORDER - WE REALLY APPRECIATE YOUR BUSINESS!!!

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU HEREBY AGREE TO THE TERMS AND CONDITIONS ON OUR SHIPPING TICKET AND CREDIT APPLICATION AND SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. IF YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS, RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.

Subtotal	32565.00
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	32565.00

213 GORMAN GAINESVILLE
2937 NE 19TH DRIVE
GAINESVILLE FL 32609-3316
352-377-2311 Fax 352-373-5454

** INVOICE **

INVOICE DATE	INVOICE NUMBER
11/02/10	S007106914.002

REMIT TO:	PAGE NO
MASOCA CORPORATION DEPT. AT 40004 ATLANTA GA 31192	1

BILL TO:
ALACHUA COUNTY HOUSING AUTHORITY
703 NE 1ST ST
GAINESVILLE, FL 32601-5304

SHIP TO:
ALACHUA COUNTY HOUSING AUTHORITY
703 NE 1ST ST
GAINESVILLE, FL 32601-5304

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER RELEASE NUMBER	PO	ORDERED BY
213-017903	RHEEM TANKLESS		N	MARK SWAN

SALESPERSON	WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
House	Milan Land	OT OUR TRUCK	NET 10TH PROX	11/02/10	09/21/10

DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION
R RTG64DVP LP INDOOR DV WTR TKL	50ea	50ea	499.000ea	24950.00
WATTS 0100132 3/4 TWH-FT-HCN-RV 3/4 TKL VALVE	45ea	45ea	43.750ea	1968.75

THANK YOU FOR YOUR ORDER - WE REALLY APPRECIATE YOUR BUSINESS!!!

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU HEREBY AGREE TO THE TERMS AND CONDITIONS ON OUR SHIPPING TICKET AND CREDIT APPLICATION AND SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. IF YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS, RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.

Subtotal	26918.75
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	26918.75

** SHIP TICKET **

213 GORMAN GAINESVILLE
2937 NE 19TH DRIVE
GAINESVILLE FL 32609-3316
352-377-2311 Fax 352-373-5454

Order #: S007106914.001
P/O # : RHEEM TANKLESS
Printed: 07:05:11 05 OCT 2010 EDT
Page # : 1 of 1

Sold To:
ALACHUA COUNTY HOUSING AUTHORITY
703 NE 1ST ST
GAINESVILLE, FL 32601-5304

Ship To:
ALACHUA COUNTY HOUSING AUTHORITY
703 NE 1ST ST
GAINESVILLE, FL 32601-5304

352-372-2549

Ordered by	Order Date	Ship Date	Ship Via	Warehouse
MARK SWAN	09/21/10	10/05/10	OT OUR TRUCK	Shp 19 Prc 19

Writer	Salesperson	Customer Release #	Freight Allowed
Allan Land	Richard Dukes		No

Ordered	Shipped		Product Description	Unit Price	Extension
100ea	50ea	____	R RTG64DVP LP INDOOR DV WTR TKL		
			((** 50 Tagged to P0017888886 **))		
		Loc:	Pn:260696 Wgt:0.00		
10ea	10ea	____	R RTG64DVN NAT INDOOR DV WTR TKL		
			((** 10 Tagged to P0017888885 **))		
		Loc:	Pn:256331 Wgt:0.00		
110ea	60ea	____	WATTS 0100132 3/4 TWH-FT-HCN-RV 3/4 TKL VALVE		
			((** 60 Tagged to P0017888982 **))		
		Loc:	Pn:274264 Wgt:0.00		

Total Weight: 0.00

* The following are scheduled for future shipment:

50ea	B/O	R RTG64DVP LP INDOOR DV WTR TKL
50ea	B/O	WATTS 0100132 3/4 TWH-FT-HCN-RV 3/4 TKL VALVE

10-5-10
Received Hale

BY SIGNING THIS DOCUMENT THE UNDERSIGNED ACKNOWLEDGES HAVING READ AND FULLY UNDERSTANDING THE TERMS ON THE REVERSE HEREOF AND ON THE RELATED CREDIT APPLICATION

Filled by ___ Checked by ___ Customer Signature_____ Date __/__/__

Date Rec'd __/__/__ Rec'd By___ Return Authorized By_____ Appr'd____

213 GORMAN GAINESVILLE
2937 NE 19TH DRIVE
GAINESVILLE FL 32609-3316
352-377-2311 Fax 352-373-5454

** SHIP TICKET **
Order #: S007106914.002
P/O # : RHEEM TANKLESS
Printed: 11:09:14 02 NOV 2010 EDT
Page # : 1 of 1

Sold To:
ALACHUA COUNTY HOUSING AUTHORITY
703 NE 1ST ST
GAINESVILLE, FL 32601-5304

Ship To:
ALACHUA COUNTY HOUSING AUTHORITY
703 NE 1ST ST
GAINESVILLE, FL 32601-5304

352-378-2549

Ordered by	Order Date	Ship Date	Ship Via	Warehouse
MARK SWAN	09/21/10	11/02/10	OT OUR TRUCK	Shp 19 Prc 19

Writer	Salesperson	Customer Release #	Freight Allowed
Milan Land	House		No

Ordered	Shipped	Product Description	Unit Price	Extension
		********* Shipping Instructions *********		
		* call ron 494-6662 *		
		**********		
50ea	50ea	R RTG64DVP LP INDOOR DV WTR TKL		
		((** 50 Tagged to P0017880?6 **))		
	Loc:	Pn:260696 Wgt:0.00		
45ea	45ea	WATTS 0100132 3/4 TWH-FT-HLN-RV 3/4 TKL VALVE		
		((** 45 Tagged to P0017923?? **))		
	Loc:	Pn:274264 Wgt:0.00		

Total Weight: 0.00

11-2-10

BY SIGNING THIS DOCUMENT THE UNDERSIGNED ACKNOWLEDGES HAVING READ AND FULLY UNDERSTANDING THE TERMS ON THE REVERSE HEREOF AND ON THE RELATED CREDIT APPLICATION

Filled by____ Checked by____ Customer Signature_____ Date __/__/__

Date Rec'd __/__/__ Rec'd By____ Return Authorized By_____ Appr'd____

January 11, 2011 Regular BOCC Meeting
Agenda Item #33

Title

Request the Board Adopt the Resolution and Budget Amendment for $1,800 in association with the Mitigation Agreement Between Alachua County and Concept Development, Inc. for restoration work on Lake Alto Preserve (Amended)

Amount
$1,800.00

Description
Request Adoption and Recognize unanticipated revenue for the Land Conservation Program and increase their FY11 budget.

Recommendation
Adopt the Resolution and approve the Budget Amendment to increase the Land Conservation budget by $1,800.

Alternative(s)
Do not adopt Resolution and do not approve Budget Amendment

Requested By
Chris Bird, 264-6801

Originating Department
Environmental Protection Department

Attachment(s) Description
1. Resolution 2. Budget Amendment 3. Mitigation Agreement between Alachua County and Concept Development

Documents Requiring Action
Resolution and Budget Amendment

Executive Summary
Concept Development, LLC is developing a commercial site in Waldo and must mitigate .5 acres of wetland impacts. Under the Mitigation Agreement approved November 4, 2010 by the County, they will provide $1,800 to eradicate exotic plants from Lake Alto Preserve. This work is part of the 2011 workplan for the Preserve and will offset the County's cost.

Background
Lake Alto South was acquired by the County on October 26, 2005. The BoCC approved the Stewardship Plan on October 13, 2010. Among the stewardship activities is removal of exotic plants. Under permit ERP-10-0170 issued by the Suwannee River Water Management District, Concept is to pay for the County to treat a .5 acre area of wetland currently infested by invasive exotic vegetation including Japanese honeysuckle (Lonicera japonica), camphor tree (Cinnamomum camphora), coral ardisia (Ardisia crenata), elephant ear (Xanthosoma sagittifolium), white-flowered tradescantia (Tradescantia fluminensis), and Japanese climbing fern (Lygodium japonicum). The Mitigation Plan has been accepted by staff and is attached to the Mitigation Agreement.

Issues
The Mitigation Agreement continues efforts by Alachua County Forever to offset and pay for ongoing stewardship on the County's preserves. This is the fourth such mitigation agreement. Two involved reimbursements of acquisitions and two concerned

stewardship. This is an initial treatment of this area and therefore the funds can be appropriately placed in Fund 326 to be spent on initial capital improvements.

Fiscal Recommendation
Adopt Resolution and approve Budget Amendment. Alachua County receives $1,800 to eradicate exotic plants from Lake Alto Preserve.

Fiscal Alternative(s)
Do not adopt the Resolution and approve Budget Amendment. If not approved by the Board, the $1,800 will not be for used on the Lake Alto Preserve.

Funding Sources
Concept Development

Account Code(s)
326-5574

Attachment: BA Fund 3265564.pdf
Attachment: Executed Mitigation Agreement.pdf
Attachment: Unanticipated Revenue Concept Dev FY11.pdf

RESOLUTION 11-02

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO RECOGNIZE UNANTICIPATED REVENUE FROM CONCEPT DEVELOPMENT AND AUTHORIZE EXPENDITURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, There exists a Mitigation Agreement between Alachua County and Concept Development for restoration work on the Alachua County Forever Lake Alto Preserve South, Alachua County shall receive unanticipated revenue in the Legacy Lands Program (Fund 326) in the amount of $1,800; and,

WHEREAS, the $1,800 shall be used for capital costs;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the fiscal year 2011-2012 budget for the Legacy Lands Program (Fund 326) is hereby amended as reflected in the budget amendment attached hereto as Exhibit "A".

2. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 11th day of January, A.D., 2010.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	B11-071
GROUP NUMBER	6553
PERIOD/DATE	12/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Legacy Lands Program	Environmental Protection Dept	Miscellaneous Revenues	326-5564-369.40-00	1,800	
2	Legacy Lands Program	Environmental Protection Dept	Land-Professional Svs	326-5564-537.61-20		1,800
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 1,800 | 1,800

COMBINED TOTAL: 3,600

PERFORMANCE RESULTS: Request to set up budget for the Mitigation Agreement between Alachua County and Concept Development. Under the Mitigation Agreement Concept Development, LLC will provide $1,800 to eradicate exotic plants from Lake Alto Preserve.

Diane M. Smith 12/13/10
PREPARED BY:

ANALYST

12/13/10
ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

MITIGATION AGREEMENT

This **MITIGATION AGREEMENT** ("the Agreement") is made and executed by and between **CONCEPT DEVELOPMENT, LLC.**., a corporation existing under the laws of the State of Florida whose address is 295 NW Commons Loop, Suite 115-391, Lake City, Florida 32055 ("CONCEPT"), and **ALACHUA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose address is County Administration Building, 12 S.E. 1st Street, P.O. Box 2877, Gainesville, Florida 32602-2877 ("County"). CONCEPT and the County may be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the County acquired the 110-acre Lake Alto Preserve Overton Tract, which is legally described in Exhibit "A" to this Agreement ("Preserve") with Alachua County Forever Bond Proceeds; and

WHEREAS, the County intends that the conservation and recreation values of the Property be preserved and enhanced consistent with the Alachua County Forever Bond Referendum and Covenants, Alachua County Resolutions 00-60 and 09-10, Ordinance 00-13 and Section 6 of the Conservation and Open Space Element of the Alachua County Comprehensive Plan all activities on the Preserve must be conducted in accordance with the adopted Preserve Management Plan, as it may be amended; and

WHEREAS, while the Preserve is ecologically significant because it is a part of the larger Lake Alto Preserve which protects 24% of the Lake Alto shoreline; one of the more pristine lakes in Alachua County, the Preserve Management Plan identifies areas within the Preserve that have been disturbed by logging and other activities and specifies the need for varying levels of restoration, from minimal to extensive, for such disturbed areas; and

WHEREAS, CONCEPT proposes a commercial development located within parts of Parcel No. 16970-000-000 on US 301 in Waldo, Florida, ("Project") under Environmental Resource Permit #ERP10-0170 ("Permit") issued by the Suwannee River Water Management District ("District") in which the District has required CONCEPT to identify appropriate mitigation to offset the 0.05 acres of wetland impacts and to provide a plan to provide such mitigation as a condition of issuance of the Permit; and

WHEREAS, as mitigation to offset the Project wetland impacts, CONCEPT is proposing to fund the restoration of approximately 0.5 acres of significantly disturbed

area of the Preserve as identified on Exhibit "B" to this Agreement ("Restoration Site") under the Lake Alto Preserve Restoration Project Plan dated October 1, 2010, a copy of which is attached as Exhibit "C" to this Agreement ("Mitigation Plan"); and

WHEREAS, the County recognizes this Mitigation Plan will benefit Alachua County by funding and implementing an identified restoration component of the Preserve Management Plan, thereby providing a mechanism for the County to fulfill requirements of the Preserve Management Plan and enhancing the Preserve's substantial regional ecological value; and

NOW, THEREFORE, for and in consideration of the mutual recitals herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. RECITALS.

The foregoing recitals are true and correct and form a material part of this Agreement and are incorporated herein.

II. CONTINGENT AGREEMENT.

The Parties expressly acknowledge that the purpose of CONCEPT entering into this Agreement is to provide funding for mitigation to offset wetland impacts associated with the Project as a condition of issuance of the Permit. Therefore, the Parties agree that CONCEPT's compliance with the obligations specified in the Mitigation Plan and with the provisions of this Agreement is contingent upon the District imposing a condition(s) on issuance of the Permit requiring CONCEPT to conduct the activities specified in the Mitigation Plan as mitigation to offset wetland impacts associated with the Project.

III. SCOPE.

The Parties agree that the County and/or its authorized agents or contractors will perform the activities specified in the Mitigation Plan. Any modification of the activities specified in the Mitigation Plan will be incorporated into this Agreement upon written approval of CONCEPT and the County, with the concurrence of the District.

IV. PERFORMANCE.

A. CONCEPT:

1. As permittee under the Permit, shall be responsible for compliance with the Permit terms and conditions, including those related to the activities specified in the Mitigation Plan and any mitigation obligations related to the Restoration Site that may be required by the District as a condition of issuance of the Permit.

2. As permittee under the Permit, shall be responsible to the District for ensuring that the Restoration Site achieves the status specified in the Mitigation Plan and satisfies any mitigation release criteria specified in the Permit. CONCEPT may perform and complete such activities through its authorized agents or contractors but will not assign this Agreement without the prior written consent of the County. The obligation of CONCEPT to provide funding pursuant to this Agreement shall terminate upon the District's determination that the terms and conditions of the Mitigation Agreement and Permit related to the Restoration Site have been satisfied and that the success criteria specified in the Mitigation Plan have been achieved.

3. Shall at the time of execution of this Agreement, provide the County with the funds for their obligations specified in the Mitigation Plan. Further, CONCEPT agrees to provide the County with additional funds for any additional obligations and Permit conditions related to the Restoration Site that may be required by the District as a condition of issuance of the Permit. The Parties recognize that the amounts specified in the Mitigation Plan are only for treating invasive species as outlined in the Mitigation Plan. Sufficient funding required to complete additional obligations required by the District will be agreed upon by both CONCEPT and the County at a later date and detailed in another mitigation agreement.

4. Shall not permit (and will promptly satisfy or bond) any lien or encumbrance against the Preserve, if such lien or encumbrance shall arise in connection with the exercise or fulfillment by CONCEPT or its authorized agents or contractors of activities or obligations specified in this Agreement.

5. Shall provide the County with a copy of the Permit when issued by the District.

B. The County:

1. Shall manage the Restoration Site consistent with the terms and conditions of the Mitigation Plan and Permit, its Bond Covenants and the adopted Preserve Management Plan.

2. Agrees to perform it obligations specified in the Mitigation Plan. Should the District require additional activities related to the Restoration Site as a condition of issuance of the Permit, the Mitigation Plan and this Agreement shall be amended accordingly.

3. Recognizes that the activities specified in the Mitigation Plan will be conducted to provide mitigation to offset wetland impacts on the Project as required for issuance of the Permit. Therefore, while the activities specified in the Management Plan are being performed as part of its long-

term management of the Preserve, the County agree that the Preserve Management Plan provisions related to the Restoration Site will not be modified in a manner that would be inconsistent with the terms of the Mitigation Plan and the terms and conditions of the Permit without the prior written approval of CONCEPT and the District.

V. ACCESS.

The County will provide legal access to the Restoration Site and through the Preserve to CONCEPT, its authorized agents or contractors, and the District to inspect and monitor the activities specified in the Mitigation Plan, document that such activities are occurring in compliance with the Mitigation Plan and the Permit, and conduct monitoring as specified in the Mitigation Plan. CONCEPT, its authorized agents or contractors, and the District will provide reasonable notice to the County prior to each initial entry to the Preserve. Once the District gives the final approval of the Restoration Site, this access is terminated.

VI. NOTICES.

All notices required by or remitted according to this Agreement shall be in writing and shall be sent by certified or registered mail, national overnight courier service, or hand delivered to the addresses specified below. Notices concerning access given according to Section V of this Agreement may be sent either as specified in this section or by electronic mail as indicated below. Notices shall be deemed delivered and given upon receipt.

Notices to CONCEPT shall be sent to:

Concept Development, LLC.
295 NW Commons Loop, Suite 115-391
Lake City, FL 32055

Notices to the County shall be sent to:

Board of County Commissioners
Alachua County
12 S.E. 1st Street
P.O. Box 2877
Gainesville, FL 32602-2877

With copy to:

Alachua County Environmental Protection Department
Land Conservation Division
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601
Email: smvardaman@alachuacounty.us

VII. INTERPRETATION.

A. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein. No other agreement, oral or written, that is not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions of this Agreement. This Agreement may not be amended, modified, or terminated except by way of a written agreement signed by both CONCEPT and the County.

B. No delay or omission of any party in the exercise of any right accruing upon any default of any party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

C. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

D. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other.

E. The Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties to this Agreement. This Agreement shall in no way confer any benefits on persons or entities that are not the Parties to this Agreement; or the successors and permitted assigns of the Parties to this Agreement.

F. This Agreement shall be construed in accordance with the laws of the State of Florida.

VIII. GENERAL PROVISIONS.

A. The Effective Date of this Agreement ("Effective Date") shall mean the date of execution by the latter of the Parties to execute this Agreement.

B. No breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have by reason of any breach of the provisions of this Agreement.

C. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

D. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

E. Following reasonable request by any of the Parties from time to time, each party shall execute and deliver to the other party such further documents and agreements, in form and in substance reasonably necessary to confirm and/or effectuate any provisions herein or any obligations of any party hereunder.

F. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year indicated.

[Signatures on following pages]

WITNESSES:
Signed, sealed and delivered
in the presence of:

Print Name: Carl Barrace

Print Name: Courtney Swift

CONCEPT
CONCEPT DEVELOPMENT, LLC ~~CONCEPT PROPERTIES, INC.~~, a
Florida corporation,

By: _____ 10/18/10

Name: BRIAN S. CRAWFORD

Title: MANAGING MEMBER

Date: 10/18/10

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18 day of October, 2010, by Brian S. Crawford, as Managing Member of CONCEPT ~~Properties, Inc.~~ Development, LLC, a Florida ~~corporation~~ Limited Liability Company. He/she is personally known to me or has produced _____ as identification. 10/18/10

DANIEL CARBREY
MY COMMISSION # EE 013201
EXPIRES: August 1, 2014
Bonded Thru Notary Public Underwriters

(Signature of Notary Public)
Daniel Carbrey
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: EE 013201

My Commission Expires: August 1, 2014

WITNESSES:
Signed, sealed and delivered the presence of:

Kelley L. McRae

Print Name: Kelley L. McRae

Ramesh Buch

Print Name: RAMESH BUCH

ALACHUA COUNTY, a political subdivision of the State of Florida, by its Board of County in Commissioners

By: _____
Randall H. Reid, County Manager

Date: 11/4/10

APPROVED AS TO FORM

By: _____
Alachua County Attorney

EXHIBIT "A"

PRESERVE

Legal Description

A tract of land situated in Section 19, Township 8 South, Range 22 East, Alachua County, Florida; Said Tract being more particularly described as follows:

Commence at the Southeast Corner of Section 19 and run N 00 deg. 39 min. 20 sec. W, along the East line of said Section 19, a distance of 1517.26 feet; thence run S 89 deg 20 min 40 sec W, 50.0 feet to the West Right of Way line County Road No. 1471, (formerly County Road NE 11) and the Southeast corner of Lot 44 as shown on "Lake Alto Estates 1st Addition" as per plat thereof recorded in Plat Book L, on Page 41 of the public records of said County; thence run S 88 deg 50 min 40 sec W, along the South line of said Plat 1270.00 feet to the Point of Beginning; thence run S 00 deg. 39 min 20 sec. E, along the West line of "Lake Alto Estates: as per plat thereof recorded in Plat Book H on Page 7 of the public records of said County, 197.30 feet; thence run S 88 deg 59 min 46 sec W, 1320.06 feet to the East line of Government Lot 3 of said Section 19; thence run S 00 deg 39 min 18 sec E, 414.06 feet more or less to the Water's Edge of Lake Alto and a Point hereinafter referred to as Point "A"; thence return to the above described point of beginning and run Northerly and Easterly along the Westerly line of :Lake Alto Estates 1st Addition " as shown on said Plat with the following courses and distances N 00 deg 39 min 20 sec W, 1131.77 feet; N 88 deg 50 min 40 sec E, 177.36 feet; S 01 deg 09 min 20 sec E, 26.77 feet; N 88 deg 50 min 40 sec. E, 280.00 feet; N 01 deg 09 min 20 sec W, 325.62 feet; N 88 deg 50 min 40 sec E, 110.00 feet; N 00 deg 39 min 20 sec W, 70.00 feet; S 88 deg 50 min 40 sec W 119.60 feet; N 01 deg 09 min 20 sec W, 392.41 feet; thence leave said Westerly line and run S 88 deg 48 min 47 sec W, parallel to the South line of the North ½ of the NE ¼ of said Section 19, a distance 2700 feet more or less to the water's edge of Lake Alto; thence run Southeasterly along said Water's 2790 feet more or less to the above described Point "A" and to close.

EXHIBIT "B"

RESTORATION SITE

EXHIBIT "C"

LAKE ALTO PRESERVE MITIGATION PLAN

Lake Alto Preserve
Restoration Project Plan

Wetland Mitigation For:
Waldo Dollar General
ERP 10-0170

Prepared for:
Concept Development, LLC.

Prepared by:

EC&D
environmental consulting & design, inc.
3603 NW 98th Street, Suite B | Gainesville, FL 32606
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October 1, 2010

EC&D Project No. 10-046

INTRODUCTION

Environmental Consulting and Design, Inc. (EC&D), on behalf of Concept Development, LLC., is proposing the following mitigation plan to offset the functional loss of wetlands related to the impacts associated with the construction of the proposed Dollar General Store located within parts of Parcel No. 16970-000-000 on US 301 in Waldo FL. Following the review of several mitigation options, the Lake Alto Preserve North site was selected as the preferred mitigation location. Lake Alto Preserve is a County-owned conservation area located in northeast Alachua County, approximately two miles east of Waldo FL (Figure 1). Long term management of the Preserve will be conducted by Alachua County (County) through its Alachua County Environmental Protection Department (ACEPD) staff as detailed in the site's management plan (Appendix A).

PROPOSED IMPACTS

The proposed construction of the Waldo Dollar General Store will impact approximately 0.05 acres of a depression wetland (Figure 1). The wetland is proposed to be filled to facilitate construction activities. The impact area is currently part of the residential footprint of adjacent development and is dominated by turf grass and ruderal species such as flattop sedge (*Cyperus* sp.), Virginia buttonweed (*Diodia virginiana*), field paspalum (*Paspalum laeve*), marsh pennywort (*Hydrocotyle umbellata*), primrose willow (*Ludwigia* sp.), and meadow beauty (*Rhexia* sp.). EC&D calculated a total functional loss of 0.032 units using the Uniform Mitigation Assessment Method (UMAM) (Chapter 62-345m F.A.C.). The UMAM credit calculation summary table is included as Appendix B.

MITIGATION PROPOSAL

Concept Development will contribute financial support to ACEPD to be used in conducting restoration activities within part of the Lake Alto Preserve. Proposed restoration activities within the Lake Alto Preserve include the treatment of exotic vegetation throughout 2.8 acres of wetlands and uplands located in the southeast corner of Lake Alto Preserve North. The financial support provided by Concept Development will be used directly to treat a 0.5 acre subsection of wetland currently infested by invasive exotic vegetation including Japanese honeysuckle (*Lonicera japonica*), camphor tree (*Cinnamomum camphora*), coral ardisia (*Ardisia crenata*), elephant ear (*Xanthosoma sagittifolium*), white-flowered tradescantia (*Tradescantia fluminensis*), and Japanese climbing fern (*Lygodium japonicum*). The combined areal cover of these species is approximately 85 to 100 percent within the shrub and groundcover strata. Photographs taken by EC&D during a site visit conducted on September 23, 2010 are included in Appendix C.

OBLIGATION OF THE COUNTY

Both EC&D and ACEPD agree that five treatment events will effectively reduce the areal cover of invasive vegetation to less than five percent within a two and a half year period. After performing the initial chemical treatment, ACEPD will perform four follow-up treatments within two years. Mitigation activities will be deemed successful when ocular estimate of the percent areal cover of invasive exotic vegetation within the 0.5 acre treatment area is found to be less than five percent at any time during the treatment period or one month after the final treatment. Successful treatment of invasive exotics will be documented by panoramic photographs taken before and after treatment. The photographs will be taken from a photo station established by ACEPD within the 2.8 acre treatment area. ACEPD will submit a results letter to SRWMD detailing when the mitigation activities are successfully completed. The results letter will include before and after photographs. All four follow-up treatment events will be performed even if the 0.5 acre mitigation site has been deemed successful prior to the final events.

The UMAM analysis indicates that this proposed mitigation will provide a functional gain of 0.032 and completely offset the functional loss associated with the proposed impacts associated with construction of the Waldo Dollar General. Alachua County Environmental Protection Department is responsible for long-term management of the entire 662.19 acre property, including the proposed 0.5 acre mitigation area.

OBLIGATIONS OF CONCEPT DEVELOPMENT

Concept Development will place $1800 into escrow specifically designated to cover the cost of chemically eradicating the invasive exotic plant species currently present on the 0.5 acres of wetlands that will be treated to mitigate for impacts associated with the construction of the Waldo Dollar General Store. ACEPD, EC&D, and Concept Development have agreed that this amount is sufficient to cover the initial treatment and four follow up treatments over the course of 2 years. The funds will be allocated as follows, $520 for the initial treatment event and $320 for the four follow-up treatment events.

CITY OF WALDO
ALACHUA COUNT
301
WETLANDS AND
FEMA FLOOD ZONE
2009 TRUE COLOR AERIAL
WALDO RD DOLLAR GENERAL
ALACHUA COUNTY, FLORIDA
LEGEND
DELINEATION AREA
+/- 2.0 AC.
WETLAND FLAGS
(9/2/2010)
FLAGGED WETLAND LINE
ON-SITE WETLAND
+/- 0.06 AC.
FEMA 100YR FLOOD
HAZARD (ALACHUA, 2006)
+/- 0.1 AC. ON SITE
MUNICIPALITIES
N
1 INCH EQUALS 50 FEET
FEET
0
25
50
MAP SCALE IS SET FOR MAPS PRINTED ON 8.5X11 PAPER.
EC&D
DATA SOURCES: ALACHUA COUNTY,
FL DOT, FEMA, NWI, SRWMD, USDA/NRCS,
US CENSUS (TIGER 2008), FGDL, & EC&D.
DATA IS PROVIDED 'AS IS.' ACREAGES
ARE APPROXIMATE & GIS DERIVED.
G:\10-046\GIS\WETLANDMAP_8X11.MXD 9/10/2010

Appendix A

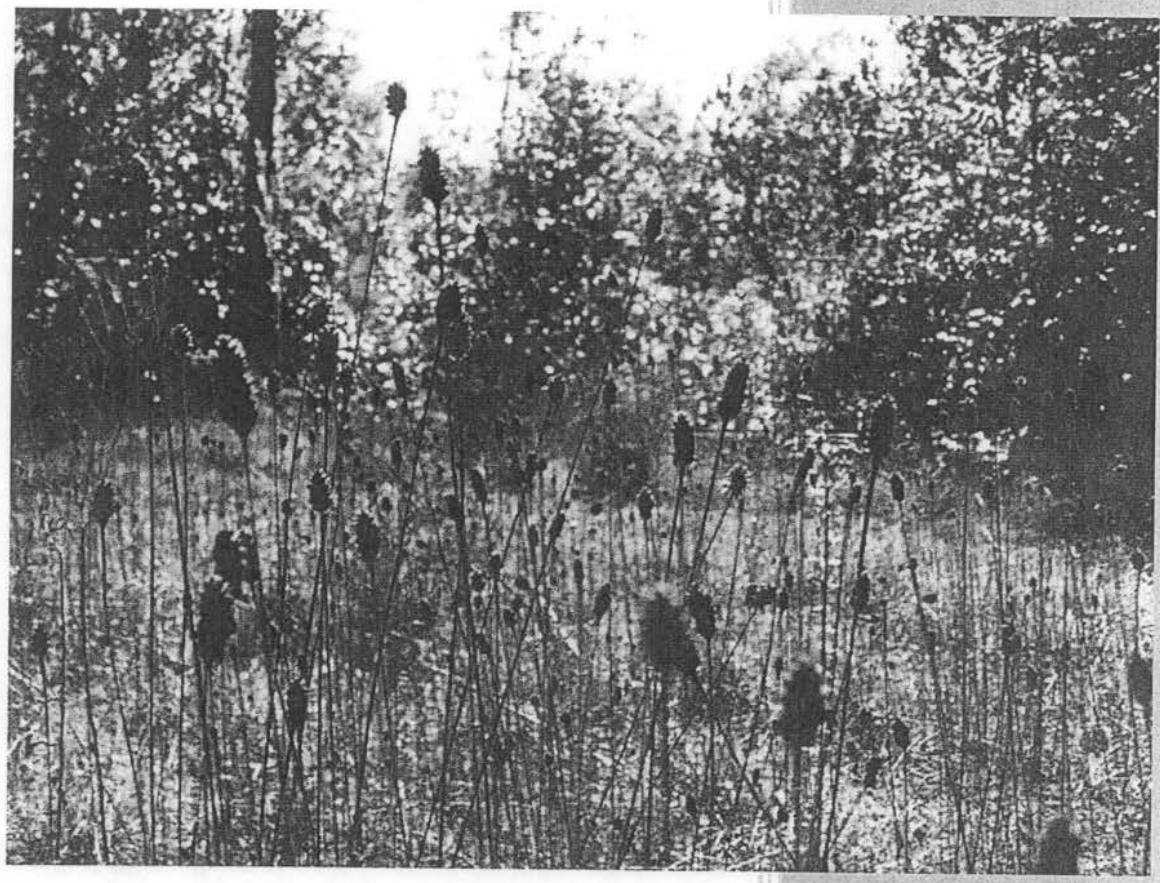
Lake Alto Preserve Management Plan

Waldo Dollar General
Mitigation Plan

September 2010

Lake Alto Preserve Management Plan

Approved September 28, 2010



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Lake Alto Preserve
Management Plan Summary

Date of Plan: September 28, 2010 **Management Area:** 662.19 acres
Location: North Eastern Alachua County, between Lake Alto and Lake Santa Fe
Acquisition date and cost: Parcel 18405-001-001 purchased on October 26, 2005 for $890,304; Parcels 18376-001-000, 18377-000-000, and 18378-003-000 purchased on October 26, 2005 for $903,000; Parcel 18377-001-000 purchased on September 26, 2007 for $850,000; and Parcel 18374-002-001 purchased on February 7, 2008 for $400,000.
Funding Source: Alachua County Forever Bond Proceeds and Florida Forever

Summary: Lake Alto Preserve is located in the northeast portion of Alachua County between Lake Alto and Lake Santa Fe. It is adjacent to Lake Alto Swamp, a Suwannee River Water Management District property. Outstanding biotic features of the Preserve include seven distinct natural communities, some in excellent condition, and nearly one mile of undeveloped shoreline on Lake Alto. Lands within the preserve were acquired to improve and manage environmentally significant lands, to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation.

Key Management Objectives:

1. Maintain or enhance existing natural communities.
2. Inventory natural features of the site, including flora, fauna and natural communities.
3. Protect populations of significant and listed plant and animal species.
4. Develop and implement a prescribed fire management plan.
5. Protect water resource values from adverse impacts, and enhance values where feasible.
6. Effectively and responsibly manage cultural resources.
7. Promote public outdoor recreation and environmental education consistent with preserving the historic and natural resources of the site.

Resource Management Issues:

- FIRE MANAGEMENT - Develop and implement a prescribed fire plan which for the restoration and maintenance of fire-dependent natural communities on the Preserve.
- RESTORATION - Restore 30 acres of degraded sandhill, and 10 acres of mesic flatwoods and monitor the condition of other natural communities.
- INVASIVE PLANTS - Control or eradicate invasive, non-native plant species.
- FERAL ANIMAL REMOVAL – Monitor and arrange for removal of feral animals as needed.
- CULTURAL RESOURCES - Protect known sites from disturbance, and coordinate with Florida Department of State Division of Historic Resources regarding identification and protection of cultural sites.
- MONITORING - Monitor property through field inspections and photopoints to determine relative success of management strategies and impacts of public use on the resources.

Site Development and Maintenance

- PHYSICAL IMPROVEMENTS - Develop trailhead facilities, entrance sign, bike rack, interpretive kiosk, and upgrade existing dock to provide public access.
- RECREATION - Develop a network of hiking trails.
- EDUCATION - Develop interpretive exhibits (kiosk, trail signs).
- MAINTENANCE - Maintain all improvements.
- SECURITY - Perform regular security patrols, install informational and regulatory signage.

I. INTRODUCTION

Lake Alto Preserve is owned and managed by Alachua County as part of the Alachua County Forever (ACF) land acquisition program. This management plan was developed to ensure that the Preserve will be managed and developed in accordance with the goals of the ACF program.

The Alachua County Forever Program was approved by Alachua County voters in November of 2000, to acquire, improve and manage environmentally significant lands in Alachua County, to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation.

LOCATION

The 662.19-acre Lake Alto Preserve is located in northeastern Alachua County between Lake Alto and Lake Santa Fe (Exhibit A). Lake Alto Preserve consists of two disjunct tracts separated by less than one-half of a mile, designated as Lake Alto North, also referred to as the North Tract, and Lake Alto South, also referred to as the South Tract. Both tracts are accessible from and adjacent to County Road 1471. The North Tract is approximately 479 acres in size and is bounded by Lake Alto to the west, the Suwannee River Water Management District Lake Alto Swamp property to the northwest, and Lake Alto County Park to the south. Immediately south of the County Park is a large tract owned and managed by the Longleaf Ecology and Forestry Society (LEAFS), a non-profit land trust.

Lake Alto South is approximately 184 acres in size, and isbounded by Northeast 132nd Avenue to the north and the Santa Fe Canal to the south. The canal corridor provides a direct connection between Lake Santa Fe and Lake Alto, and also serves to connect all of the adjacent managed lands, up to the Santa Fe Swamp (Exhibit A).

ACQUISITION HISTORY AND SIGNIFICANCE

Alachua County acquired the lands within Lake Alto Preserve with four separate fee simple purchases. The South Tract consists of approximately 184 acres, and was acquired from William F. Ramsden on October 26, 2005 for $890,304. Mr. Ramsden retained ownership of his driveway and residence site, which is now an inholding within Lake Alto South.

The North Tract comprises several parcels which were purchased separately. Approximately 254 acres was purchased from Crosley & Crosely on October 26, 2005 for $903,000. The Overton parcel, approximately 104 acres, was purchased from Richard O. Overton on September 26, 2007 for $850,000. Approximately 120 acres was purchased from Lake Alto LLC on February 7, 2008 for $400,000. Appendix A contains copies of the deeds for Lake Alto Preserve. The four acquisitions, as surveyed, total 662.19 acres.

The Lake Alto LLC parcel was purchased jointly by Alachua County and the Suwannee River Water Management District (SRWMD), each paying 50% of the purchase price. A Participation Agreement between Alachua County and SRWMD stipulates that Alachua County will assume primary land management responsibility for this tract. Appendix B contains a copy of the Participation Agreement.

NATURAL RESOURCES SUMMARY

Nine distinct natural communities occur within Lake Alto Preserve, in addition to four human-altered vegetation types. The dominant natural community is mesic flatwoods.

PREVIOUS USES

Prior to acquisition, the parcels within Lake Alto North were utilized for hunting, and revenue generation from timber harvests. A local source indicated that large cypress trees were removed from the wetlands surrounding Lake Alto in the 1960's or 1970's (Mike Rogers pers. comm.). Analyses of aerial images of the property indicate that timber harvesting has occurred over the years throughout the area, more than once in some locations. The most recent harvests occurred between 2001 and 2004 within the flatwoods and cypress domes. Timber regeneration appears to be natural, with no evidence of bedding or intensive site preparation visible on the surface.

Lands within Lake Alto South have been more intensively used, as evidenced by historic aerial photographs, and present site conditions. A pecan grove exists on the property that is visible in the 1937 aerial photographs. A dilapidated barn, improved pasture, and old aerial photographs suggest that portions of Lake Alto South were once used for large animal husbandry. The presence of catfaced pines within the remaining natural areas also gives evidence for the property's use in the production of turpentine. A local source and property neighbor also indicated that there once was a packing shed on the property utilized to load local commodities on the ferry that passed through the Santa Fe Canal (Dena Rice pers. comm.). Recent use has included planting slash pine on improved pasture.

RECREATION

Lake Alto Preserve will provide resource-based recreational opportunities including hiking, bicycling, horseback riding, nature observation. A trail network utilizing existing roads and firebreaks will be established. A trailhead and parking area will provide access to the Preserve by land, and an existing dock will be improved to provide safe access to the Preserve by water. The dock facility will enhance the conceptual Waldo-Melrose Blueway, a canoe and kayak trail linking the towns of Waldo and Melrose via Lake Alto, Lake Santa Fe, and the historic Santa Fe Canal. Interpretive materials will be developed to educate visitors about the natural and cultural resources of the area, and the recreational opportunities provided within the Preserve.

II. PURPOSE

The purpose of the Lake Alto Preserve project is to protect, preserve, and enhance the unique natural and cultural resources found on the property and to provide an enjoyable and educational passive recreational experience. Lake Alto Preserve is managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site. The desired future condition of Lake Alto Preserve is the preservation of existing high quality natural communities, and restoration and/or enhancement of species diversity and wildlife habitat in areas impacted by previous

agricultural uses, while providing visitors with an enjoyable nature experience that enhances their understanding and appreciation of Alachua County's rich natural and cultural history.

PRIORITIZED MANAGEMENT ACTIVITIES

- Maintain and enhance natural communities.
  - Introduce prescribed fire to fire-dependent natural communities to manage fuel loads and to promote healthy functioning natural systems.
  - Pursue restoration of degraded natural communities.
  - Manage altered communities such that future restoration potential is enhanced or not degraded.
  - Remove feral animals.
  - Remove invasive exotic plants.
- Monitor and document effects of management activities.
  - Ensure that management activities do not harm listed species.
- Inventory flora and fauna.
- Protect water quality and soil resources.
- Document, protect, and monitor cultural resources.
- Provide opportunities for passive and educational recreational experiences.
  - Develop a trailhead and parking facility to provide land access.
  - Develop a trailhead at the existing boat dock to provide water access.
  - Develop a network of trails.
  - Develop interpretive materials.
- Implement creative solutions to accomplish basic stewardship needs such as staffing, security and maintenance.

LAND USE AND ZONING

Upon approval of the management plan by the Board of County Commissioners, staff will initiate the procedure to change the future land use for all of the Lake Alto Preserve (tax parcels 18374-002-001, 18376-001-000, 18377-000-000, 18377-001-000, 18378-003-000, and 18405-001-001) from Rural Agriculture to Preservation. Once the future land use change is complete, staff will initiate the procedure to change the zoning from Agriculture to Conservation.

III. NATURAL AND CULTURAL RESOURCES

TOPOGRAPHY

Lake Alto Preserve is located within the Northern Highlands physiographic region (FDEP 2003). On site, elevations range from approximately 138 feet to 170 feet, a change of only 32 feet. Lowest elevations occur adjacent to Lake Alto, and highest elevations occur near County Road1471 on Lake Alto North and in the northeast corner of Lake Alto South. Human alteration of the natural topography is evident in the form of excavated borrow pits, roads, swales, and the Santa Fe Canal.

GEOLOGY

Lake Alto Preserve is located on Recent and Plio-Pleistocene Terrace Deposits, a series of fine to medium sand, silt and clay deposits that generally overlie the Hawthorn Group formations (Thomas et al. 1985, Scott 1988). No minerals of commercial value are known to exist within the property.

SOILS

Ten soil types recognized by the Natural Resources Conservation Service are present within Lake Alto Preserve (Exhibit B) (Thomas et al. 1987). These soils range from somewhat poorly drained to very poorly drained and are typically sandy in one or more horizons. Historical aerial photographs show that some portions of the South Tract currently in pine plantation have been cleared at some point in the past. This clearing was presumably for some type of agricultural activity. Agricultural practices such as tilling and liming may have altered upper portions of soil profiles.

There is currently some evidence of soil erosion within the Preserve. Within Lake Alto North, the land generally slopes westward toward Lake Alto, and within Lake Alto South, the land surface slopes south toward the Santa Fe Canal. Roads and firebreaks create depressions on the land surface which can act as surface flow channels when rainfall is heavy. The roads and firebreaks are prone to erosion from the sheetflow action of rainwater, influenced by the natural slope of the land surface. Trial attempts to attenuate sheetflow with water bars and berms have been successful in reducing erosion in specific problem areas. Allowing mineral roads and firebreaks to revegetate with native groundcover, and avoiding ground disturbance during road and firebreak maintenance has also helped remedy the problem. Additional areas will be addressed with similar solutions as necessary.

In addition to known erosion problems, potential erosion problems also exist within the Preserve. Spoil piles associated with the Santa Fe Canal have the potential to erode if the vegetation is disturbed. Slopes and saturated soils in many portions of the preserve may limit recreational or other development. Land stewards will follow generally accepted best management practices to prevent soil erosion and conserve soil and water resources on site.

The soil types found within Lake Alto Preserve are briefly described below.

Lochloosa fine sand, 0% - 2% slopes

This nearly level, somewhat poorly drained soil is sandy in the upper horizons with sandy loam and sandy clay loam in subsoil layers. This Lochloosa soil has a water table that is 30 to 40 inches below the surface for 2 to 4 months during most years, but rises to 15 to 30 inches for 2 to 4 weeks during most years. Surface runoff is slow. The available water capacity is medium to high in the sandy surface and subsurface layers and medium in the subsoil. Natural fertility is low in the sandy surface and subsurface layers and medium in the loamy subsoil. Organic matter content is low to moderately low in the surface layer. Within the South Tract of Lake Alto Preserve these soils are vegetated by sandhill, upland mixed forest, pine plantation and pecan grove.

Monteocha loamy sand

This nearly level, very poorly drained soil is in wet ponds and shallow depressional areas in the flatwoods. This sandy or sandy loamy soil has a water table that is within 10 inches of the surface for more than 6 months during most years. Most areas are covered with water for more than 4 months. Available water capacity is high to very high in the surface layer and medium in the subsurface layer and subsoil. Natural fertility is medium in the surface layer and low in the subsurface layer and subsoil. Organic matter content is high to very high in the surface layer. At the North Tract of Lake Alto Preserve Monteocha loamy sand occurs just upslope from Samsula muck and fringes Lake Alto—basin swamp and cypress dome communities occur on this soil type here. At the South Tract, Monteocha loamy sand is vegetated by basin swamp.

Newnan sand

This nearly level, somewhat poorly drained soil is sandy with a loamy subsoil. This Newnan soil has a water table that is at a depth of 18 to 30 inches for 1 to 2 months during most years and at a depth of 30 to 60 inches for 2 to 5 months. During drier periods, it is at a depth of more than 60 inches. The available water capacity is very low to low to a depth of about 12 inches and low to medium from 12 to 82 inches. Natural fertility is low in the sandy upper 56 inches and medium in the loamy subsoil below. Organic matter content is moderately low. Sandhill and mesic flatwoods exist atop Newnans soil within Lake Alto Preserve.

Pelham sand

This nearly level, poorly drained soil is in small and large areas in the flatwoods. Slopes are nearly smooth and range from 0 to 2 percent. These soils are generally sandy in the upper horizons with sandy loam and sandy clay loam in the subsoil layers. The water table is less than 10 inches below the surface for 1 to 4 months during most years. The water table recedes below a depth of 40 inches during dry seasons. Surface runoff is slow. The available water capacity is low in the surface and subsurface layers and medium in the loamy subsoil. Natural fertility is low in the upper 29 inches and medium below 29 inches. The organic matter is moderately low. Pelham sand occurs within the South Tract of the Lake Alto Preserve and is overlain by mesic flatwoods, sandhill, upland mixed forest, and basin swamp.

Placid sand, depressional

This nearly level, very poorly drained soil is found in poorly defined drainageways and in wet depressional areas. This soil type has a water table that is within 10 inches of the surface for 6 to 12 months of the year. The surface is usually covered with water for 6 months or more. The available water capacity is high to a depth of about 15 inches and low below this depth. Permeability is rapid throughout. Internal drainage is slow because it is impeded by the water table. Natural fertility and organic matter content are high to a depth of about 15 inches and very low below this depth. A portion of the basin swamp associated with Lake Alto occurs on this soil type within Lake Alto Preserve.

Plummer fine sand

This nearly level, poorly drained soil is sandy in the upper horizons with sandy loam and sandy clay loam in the subsoil. This Plummer soil has a water table that is at a depth of less than 10 inches for 1 to 3 months and is at a depth of 10 to 40 inches for about 3 to 4 months during most years. It recedes to more than 40 inches during drier seasons. The available water capacity is medium to high in the surface and subsurface layers and low to medium in the subsoil. Natural fertility is low. Organic matter content is moderately low. Plummer fine sands occur within the South Tract of Lake Alto Preserve beneath pine plantation, upland mixed forest and mesic flatwoods.

Pomona sand

This nearly level poorly drained sandy soil has a water table that is less than 10 inches from the surface for 2 to 6 months during most years. Surface runoff is slow. The available water capacity is very low. Permeability is very rapid. The natural fertility is low. Organic matter content of the surface layer is moderately low to moderate. Mesic flatwoods cover Pomona sand within the North Tract of the Lake Alto Preserve, while flatwoods and pine plantation cover the Pomona sand within the South Tract.

Pomona sand, depressional

This nearly level, very poorly drained soil is in shallow depressional areas and along narrow drainageways in the flatwoods. Soils are sandy with a spodic horizon at approximately 30 inches below the soil surface. Lower soil layers are loamy sands and sandy loams. In this Pomona soil, the water table is less than 10 inches below the surface for about 6 months or more. Water is on the surface for about 4 months or more during most years. The available water capacity is low in the surface and subsurface layers and low to high in the subsoil. Natural fertility is low. Organic matter content in the surface layer is moderately low. At Lake Alto Preserve these soils underlie dome swamps and the transition areas between flatwoods and basin swamp communities.

Samsula muck

This is a nearly level, very poorly drained organic soil. The surface layers are comprised of organic muck underlain by sand. The Samsula soil has water at or on the surface for more than 6 months during most years. The water table is within 10 inches of the surface for most of the remainder of the year, except during long, extended dry periods. The available water capacity is very high in the organic layer. It is very low in the underlying sandy layer. Permeability is rapid. Natural fertility is medium. Organic matter content in the surface layer is very high. Basin swamp overlies Samsula muck soil on the North Tract of Lake Alto Preserve.

Sparr fine sand

This nearly level, somewhat poorly drained soil is sandy in the upper horizons with loamy sands and sandy loams in lower horizons. This Sparr soil has a water table that is at a depth of 20 to 30 inches for about 1 to 2 months and at a depth of 30 to 40 inches for about 2 to 3 months during most years. During dry seasons it recedes to a depth of more than 40 inches. Surface runoff is slow. The available water capacity is medium in the sandy surface layer, low in the sandy subsurface layer, and medium in

the loamy subsoil. Natural fertility is low to a depth of about 48 inches and medium below this depth. Organic matter content is low to moderately low. At the South Tract of Lake Alto Preserve Sparr fine sand is vegetated by upland mixed forest and pine plantation.

HYDROLOGY

Lake Alto Preserve lies in the Suwannee River watershed within the Santa Fe River Basin. The Floridan aquifer is largely confined in the location of the Preserve, in an area that is considered to be one of low vulnerability to potential contamination of the aquifer.

Lands within the north and south tracts drain into Lake Alto or Lake Santa Fe, respectively. Both lakes are perched systems in which the water levels are maintained by runoff and seepage from the surficial aquifer (FDEP 2003). Water flows from the lakes into Lake Alto Swamp and Santa Fe Swamp, and ultimately into the Santa Fe River. The areas which contribute water to the Santa Fe River, including lands within and around Lake Alto Preserve, are considered to be areas of high aquifer recharge.

Lake Alto and Lake Santa Fe are both classified as Class III waters, which are designated for "recreation, propagation, and maintenance of a healthy, well-balanced population of fish and wildlife." Lake Santa Fe, Little Lake Santa and Santa Fe Swamp are classified as Outstanding Florida Waters or OFWs (FDEP 4-2-08, Chapter 62-302.700 FAC).

The shoreline of Lake Alto is relatively undeveloped when compared to that of Lake Santa Fe, and elevated nutrients have been observed in shoreline areas of Lake Santa Fe, likely due to anthropogenic changes from the increased use of septic systems and fertilizers. In addition, a limited consumption advisory has been issued for Lake Alto and Lake Santa Fe for gar, largemouth bass, and bowfin because of elevated mercury levels between 0.5 and 1.5 parts per million (ppm) in fish tissues (FDEP 2001).

NATURAL COMMUNITIES

Nine distinct natural community types and four different human-altered vegetation types exist within Lake Alto Preserve, and are depicted in Exhibit C (FNAI 1990, KBN 1996). The natural communities span a range of dry, fire-maintained communities to wetland communities bordering Lake Alto, with mesic pine flatwoods as the dominant community type. The natural and altered communities are described in detail below.

Sandhill

A small block of sandhill (approximately 18 acres) lies near the central-eastern boundary of Lake Alto North. The condition of the sandhill is fair. Many characteristic overstory and understory species are still present on site including wiregrass (*Aristida stricta* var. *beyrichiana*), lopsided indiangrass (*Sorghastrum secundum*), sand post oak (*Quercus margaretta*), and longleaf pine (*Pinus palustris*). Active gopher tortoise (*Gopherus polyphemus*) burrows are frequent in areas where the canopy is more open. Portions of the sandhill area appear disturbed by past logging operations and are somewhat weedy. Off-site hardwoods such as laurel (*Q. laurifolia*) and water oak (*Q. nigra*) are invading this area of sandhill. Prescribed fire was recently introduced to this area of sandhill in an effort to arrest off-site oak encroachment.

A small patch of sandhill also exists on the South Tract (approximately 12 acres), bordered to the northeast by a dome swamp, and otherwise surrounded by pine plantation established on old field. This area of sandhill is in fair to poor condition, showing evidence of disturbance including patches of early successional weeds, scattered pasture grasses and vine tangles. The area may have been grazed by cattle prior to the establishment of the pine plantation. Native perennial bunch grasses are still present in patches, however, and in some places are quite dense. Slash pine (*P. elliottii*) and longleaf pine persist in the overstory, and very low-density, shade-suppressed, small-diameter longleaf pines occur in the midstory. Off-site oaks and numerous camphor (*Cinnamomum camphora*) are invading the edges of this sandhill area, however numerous active gopher tortoise burrows are also present. Introduction of prescribed fire to this area may be difficult due to the patchy nature of the fine fuels (i.e., native perennial bunch grasses and pine needles).

Upland Mixed Forest

Three areas of upland mixed forest occur within the Preserve, all within the South Tract. The northern-most area of upland mixed forest (approximately 4 acres) is in all likelihood former mesic flatwoods that was converted to agriculture and has since grown up in various oak and other upland mixed forest species. Remnant longleaf pine and wiregrass are rare but present. In addition, a high density of camphor is located in this area. The remnants of a structure, presumably a barn of some type lies in the northeast corner of this area of upland mixed forest.

Another larger patch of upland mixed forest (approximately 29 acres) lies north of the canal, and east of the pecan grove. This area is characterized by live oak (*Q. virginiana*), water oak, laurel oak and red bay (*Persea borbonia*), with occasional remnant flatwoods species such as gallberry (*Ilex glabra*), saw palmetto (*Serenoa repens*) and sparkleberry (*Vaccinium arboreum*) persisting. Groundcover in this area of forest is sparse or absent.

A narrow strip of upland mixed forest (approximately 2 acres) also occurs between the pecan grove and the Santa Fe Canal, east of a small area of pine plantation. This small patch of forest is highly disturbed, as evidenced from spoil piles and uneven topography likely related to the excavation of the adjacent canal. Invading camphor trees are abundant, groundcover is largely absent, and native species that are still present include slash pine, sweetgum, water oak, laurel oak, poison ivy and greenbrier. While it is likely that this forest was once some form of pine-dominated community, analysis of the earliest aerial photographs of the area fails to confirm this. Because of its proximity to the Santa Fe Canal, it is likely this area had been altered for decades prior to the first aerial photography of the site.

Mesic flatwoods

The majority of the uplands on the North Tract of Lake Alto Preserve are mesic flatwoods (approximately 228 acres). This pine forest is currently in fair to good condition. The understory is relatively rich in herbaceous plants through much of the flatwoods, although there are areas where shrubs are overly dominant to the exclusion of herbaceous plants. Review of aerial photography indicates that the canopy on the western portion of the property was thinned in a logging operation sometime between

1999 and 2001, and again between 2001 and 2004. During these operations, many of the canopy pines were removed from the property. It was at this time that several of the cypress domes were also logged. Currently, immature or malformed slash and longleaf pine are scattered over the property at a low density. Occasional mature trees are present, and natural regeneration of these species is occurring. Characteristic understory plants include saw palmetto, dwarf huckleberry (*Gaylussacia dumosa*), bottlebrush threeawn (*Aristida spiciformis*), gallberry, various sedges and broomsedge (*Andropogon* spp.). Many small loblolly bays (*Gordonia lasianthus*) are invading at the transition areas between the pine flatwoods and wetlands. This is likely due to the absence of fire.

Mesic flatwoods also occur on the South Tract of Lake Alto Preserve (approximately 50 acres). One area in the northwest portion of the South Tract is in good condition. This area has mature longleaf pines with native perennial bunchgrasses in the understory. A smaller area of flatwoods is located on the north boundary of the South Tract surrounded by pine plantation. This small area has extremely high fuel loads, but retains most of the characteristic species of flatwoods including perennial bunchgrasses. Another area of flatwoods to the south of the area in good condition is in fair to poor condition. This area is overgrown with off-site hardwoods such as laurel oaks and water oaks, however a sparse layer of shade- suppressed shrubs and forbs is still present.

Wet Flatwoods

Wet flatwoods communities occur in two locations within Lake Alto North (approximately 22 acres) typically as a transition between mesic flatwoods and adjacent wetland communities. These areas are characterized by a canopy dominated by very large loblolly bays, with slash pine, swamp bay (*Persea palustris*) and dahoon holly (*I. cassine*) also present. The understory consists of dense patches of fetterbush (*Lyonia lucida*), saw palmetto and large gallberry (*I. coriacea*) interspersed with open areas of hydrophytic sedges and forbs and *Sphagnum* mats. The wet flatwoods are in fair condition, owing to a lack fire and the accumulation of heavy, peaty soils around the bases of the canopy trees. Reintroduction of fire into this part of the forest will require diligent monitoring of soil moisture to prevent long-burning duff fires.

Basin Swamp

The basin swamp community on the North Tract of the Preserve fringes Lake Alto. This natural community is approximately 169 acres in size and is in generally good condition, dominated by loblolly bays in the overstory with Virginia willow (*Itea virginica*) and various ferns in the understory. Closer to the lake, cypress (*Taxodium ascendens*) becomes a larger component of the overstory. Cypress stumps are present throughout the swamp.

A manmade soil impoundment exists within a portion of the basin swamp community along the eastern boundary of the North Tract. This berm was likely constructed between 1979 and 1995, and appears to consist of fill material excavated from the adjacent basin swamp, creating shallow swales on either side. Exotic plants are invading the berm, especially near its southern end where there are adjacent residences. The hydrologic impacts of the impoundment are not currently known. The condition of the basin swamp in the vicinity of the berm is considered fair.

Two areas of basin swamp are present on the South Tract (approximately 7.1 acres). The first is along the southern boundary of the South Tract. This area of basin swamp was once part of a larger basin swamp that is bisected by the Santa Fe Canal. It has been hydrologically isolated from the larger portion of the basin swamp that still lies south of the canal on private property since excavation of the Santa Fe Canal in the 1870's. This area is characterized by various ferns including royal fern (*Osmunda regalis*) on hummocks elevated above the water. Trees of various statures are also present including red maple, slash pine, loblolly bay and swamp bay. The soil within this portion of the basin swamp shows signs of mechanical disturbance, and some solid waste is present. This swamp is in fair condition.

A fringe of basin swamp exists on the eastern boundary of the South Tract, just west of a large basin marsh that lies outside of the Preserve and is connected to Lake Santa Fe. This fringe of basin swamp in good condition, with magnificent specimens of cypress and sweetgum, in addition to slash pine and red maple (*Acer rubrum*).

Lake shore swamp

A narrow band of lake shore swamp (approximately 9 acres) occurs between the basin swamp community and Lake Alto within the North Tract. This natural community is distinguished from the basin swamp because it is typically inundated except in times of extreme drought. The lake shore swamp is in good to excellent condition, and is dominated by pond cypress and buttonbush (*Cephalanthus occidentalis*), with red maple, swamp and loblolly bays, wax myrtle, and ferns and rushes occurring on elevated hummocks. Two elevated wood docks are constructed within and on the edges of the lake shore swamp community, and in these areas the vegetation and shoreline are disturbed.

Depression marsh

Two small depression marshes (approximately 0.4 acre) are located on the South Tract of the Preserve. The southern-most of these small wetlands has a relatively open, grassy understory with widely spaced, small diameter gum (*Nyssa sylvatica*) and red maple trees. These trees have likely invaded this depression marsh due to the lack of fire in the surrounding landscape. This depression marsh is in fair condition. The other marsh is between pine plantation and a disturbed area dominated by vines (*Vitus* spp., *Smilax* spp.). It too has an herbaceous understory with small diameter maples invading the wetland. This depression marsh is in poor condition.

Dome swamp

Five dome swamps totaling approximately 31 acres occur within the North Tract of Lake Alto Preserve. These swamps range in condition from poor to fair. Cypress logging has occurred within all of them at least once, and they are all fire suppressed. Some loblolly bays of canopy stature remain, and regeneration of cypress via coppice and seed is occurring in cut over areas. The midstory is typically dominated by shrubs such as fetterbush and large gallberry, and in some instances is extremely dense.

One dome swamp (approximately 2.75 acres) occurs within Lake Alto South. This swamp lies within a small patch of remnant sandhill which is surrounded by pine plantation planted on former old field. This dome swamp is in good condition, with

evidence of frequent inundation, small-stature mature cypress and myrtle leaf holly (*Ilex myrtifolia*) as components of the canopy, and maidencane (*Panicum hemitomon*) in the understory.

Swamp lake

A very narrow band of swamp lake community, lies east of the lake shore swamp along the edge of Lake Alto. This community (approximately 5.4 acres) consists of open water habitat with emergent and floating plants near the shoreline. Historic aerial photographs and shoreline vegetation indicate the lake is a permanent water body with some fluctuations in water level during extreme drought or rainfall periods. A dock is constructed in a portion of the swamp lake community, however it is elevated and does not appear to interfere with the growth of emergent or floating vegetation.

Human Altered Habitats

Pine Plantation

Approximately 50 acres of slash pine planted on former improved pasture are located on Lake Alto South. The canopy is relatively closed and trees are beginning to self-thin (i.e., shade suppressed individuals are beginning to die). Fusiform rust (*Cronartium quercuum f.* sp. *fusiforme*) is present in the planted pines, resulting in deformities and breakage in a large number of the trees. The understory of the pine plantation is relatively sparse in native vegetation, dominated by the exotic Bahia grass (*Paspalum notatum*). Scattered wax myrtle (*Myrica cerifera*), dwarf pawpaw (*Asimina pygmea*) and oaks are present in some areas. A few stems of the exotic camphor tree are also scattered through the eastern portion of the plantation, spreading from mature trees on the edges of the sandhill and mesic flatwoods communities.

Pecan Grove

A grove of productive pecan trees (approximately 27 acres) is planted on the South Tract, surrounding the private residential inholding. This grove is visible on the 1937 aerial photographs. Some of the trees present today may be the same trees seen in the 1937 aerial photos, however others are obviously younger replacement trees. The understory of the grove is periodically mowed or burned with prescribed fire, and consists of Bahia grass mixed with native grasses and forbs, as well as blackberry, dwarf pawpaw, and common persimmon (*Diospyros virginiana*) seedlings.

Borrow pit

Two small borrow pits are located on the North Tract of the Preserve. One is approximately one-quarter acre in area and is adjacent to CR1471, while the other is approximately 3000 square feet. Both of these pits were excavated sometime between 1999 and 2001, perhaps as sources of fill material. Other small excavated areas of 1000 square feet or less are scattered around the property, primarily adjacent to the major roadways and presumably to function as drainage for the roads to improve wet weather access.

Residence Site

A residence site is located on Lake Alto North, and consists of approximately 0.8 acre of cleared area within the wet flatwoods community. Within this cleared area is a double-wide mobile home, a raised septic drainfield, a well and pumphouse, a utility shed and raised driveway stabilized with recycled concrete rubble. Some lawn grasses are present on the site, however native groundcover persists along the edges. A mowed area at least 30 feet wide is maintained around the structure to create a space defensible against damage from wildfire or prescribed fire. Currently the residence is utilized as a security residence for the Preserve.

Table 1. A summary of natural communities, acreages, condition and community rarity within Lake Alto Preserve

Natural Community	Approximate Acres	% of Area	Condition	FNAI Ranking
Lake Alto North				
Basin Swamp	168.8	25	Fair - Good	G4/S3
Dome Swamp	31.2	4.7	Poor - Fair	G4/S4
Lake Shore Swamp	9	1.4	Good - Excellent	N/A
Mesic Flatwoods	227.8	34.4	Fair - Good	G4/S4
Sandhill	17.6	2.7	Fair	G3/S2
Swamp Lake	5.4	<1		
Wet Flatwoods	21.8	3.3	Fair	G4/S4
Altered Habitats				
Borrow Pit	0.3	<1	N/A	N/A
Residence Site	0.8	<1	N/A	N/A
Lake Alto South				
Basin Swamp	7.1	1.1	Fair - Good	G4/S3
Depression Marsh	0.4	<1	Fair	G4/S4
Dome Swamp	2.7	<1	Good	G4/S4
Mesic Flatwoods	50.4	7.6	Poor - Good	G4/S4
Sandhill	12.3	1.9	Fair - Poor	G3/S2
Upland Mixed Forest	35.3	5.3	Fair	G4/S4
Altered Habitats				
Pecan Grove	27.1	4.1	N/A	N/A
Pine Plantation	49.8	7.5	N/A	N/A

LISTED SPECIES

Plant and animal species occurring within the Lake Alto Preserve are observed and recorded on an ongoing basis (Exhibits D and E). Listed species known to occur on Lake Alto Preserve include the gopher tortoise, which is listed as Threatened by the State of Florida, and is tracked by Florida Natural Areas Inventory (FNAI). Within Lake Alto Preserve, gopher tortoises actively inhabit drier portions of both the North and South Tracts, although individuals and active burrows have only been observed in the driest portions of each of these tracts. One bald eagle (*Haliaeetus leucocephalus*) nest located

just west of the North Tract is recorded in the Florida Fish and Wildlife Conservation Commission (FWC) registry of Bald Eagle Nests, and was last observed to be active in 1996. Eagles, which are no longer listed by Federal or State agencies, are currently tracked by FNAI, and have been observed by staff utilizing portions of Lake Alto. Osprey (*Pandion haliaetus*), listed as a Species of Special Concern by the State and tracked by FNAI, also frequent Lake Alto and have been observed perching on trees at the edge of the Preserve.

Several listed plant species are also present on the property. Cinnamon fern (*Osmunda cinnamomea*) and royal fern, both listed as Commercially Exploited by the State of Florida, have been observed in wetlands on both the North and South Tracts. Hooded pitcherplant (*Sarracenia minor*), and Blueflower butterwort (*Pinguicula caerulea*), both State Threatened plants occur within the North Tract. Little ladiestresses (*Spiranthes tuberosa*), also a State Threatened plant, occurs within the South Tract. In addition, FNAI element occurrences for slender leaf najad (*Najad filifolia*), another State Threatened plant, are located on the south end of Lake Alto and in two locations in Lake Santa Fe. Both occurrences describe the plant as common in the shallows. Although it has not been observed along the lake shore of the North Tract or in the Santa Fe Canal on the South Tract, there is a possibility that it does occur on one or both of the properties.

Listed Species Strategies

- Report listed species occurrence data to FNAI using the appropriate Field Reporting Form (Exhibit F).
- Survey the Preserve for listed species and document population locations and habitats.
- Re-introduce fire to fire-maintained natural communities.

INVENTORY OF NATURAL COMMUNITIES AND BIOTA

The flora, fauna and natural communities will continue to be surveyed and qualitatively described. Any tracked species will be reported to FNAI using the appropriate data forms (Exhibit F). All major management and restoration activities will be monitored on an annual basis or as needed using strategically placed photopoints to document changes. The locations and data will be linked to a Geographic Information System (GIS). Baseline photos will be taken prior to initiating any management activities.

Inventory Strategies

- Continue to survey flora, fauna and natural communities.
- Continue to compile lists and maintain spatial data.
- Develop GIS database for tracking monitoring activities.
- Establish photopoints and monitor annually or as needed.

RESTORATION

Both the North Tract and South Tract contain natural communities which require restoration. In some areas, restoration may be achieved simply with the introduction of prescribed fire.

Disturbance of natural communities on the South Tract of the preserve is much more extensive than disturbance of communities on the North Tract. Extensive restoration of the most highly disturbed areas will be deferred until areas within the

Preserve which are closer to future desired condition are in a maintenance phase. Two land cover types for which restoration will be deferred or partial restoration will be implemented are pecan grove and pine plantation respectively.

Lands within the Preserve are schematically divided and alpha-numerically identified as distinct resource management units (RMUs) for the purpose of planning, implementing and monitoring management activities such as prescribed fire, exotic species control and restoration (Exhibit G). Typically within Lake Alto Preserve, RMUs are delineated by existing infrastructure such as roads or trails, and in some cases by natural or human-altered community type. Some RMUs contain more than one community type.

North Tract Flatwoods

Restoration of the North Tract primarily involves the successful introduction of prescribed fire in the fire-dependent communities, and its application on a frequent basis. Mesic and wet flatwoods communities occur in all of the RMUs within the North Tract, and are generally in good condition despite recent logging. Immature or malformed slash and longleaf pines are still present on the property at low densities, and in places seedling and sapling-staged pines are sufficiently dense. However, it appears that with the lack of frequent fires in the recent past, bay trees are migrating from wetlands into the wet and mesic flatwoods. Following one or two rotations of prescribed fire, pine densities and hardwood encroachment into the flatwoods will be assessed and if necessary, pines will be hand planted to increase their density, and additional control of woody species will be considered.

North Tract Flatwoods Restoration Strategies

- Apply frequent fire to the mesic and wet flatwoods communities.
- Assess the need for planting pines following one or two prescribed burns.
- Assess the need for reducing encroaching woody plants.
- Plant longleaf and slash pine as needed.
- Reduce encroaching woody plants as needed.

North Tract Forested Wetlands

Forested wetland communities including dome swamp, basin swamp and lake shore swamp, occur within RMUs 1B, 1C, 1F, 1G, 2A and 2B of the North Tract. Several of these forested wetlands were logged with the uplands in the recent past; however, regeneration of cypress appears to be taking place via coppice and from seed.

North Tract Forested Wetland Restoration Strategies

- Assess the recovery of forested wetlands at 1-2 year intervals.
- Take actions as needed.

North Tract Sandhill

The small acreage of sandhill in the North Tract occurs within portions of RMUs 1A, 1B, 1J, 1K, and 1L. Currently this natural community is in fair condition. Disturbance from logging has had more extensive impacts in the sandhill than in the adjacent flatwoods. Encroachment by off-site oaks (laurel and water oaks) and the presence of vines and weedy herbaceous vegetation also adversely affect the condition of the sandhill. Restoration of the sandhill will involve the introduction of prescribed fire,

possible hand planting of longleaf pines, and removal of the off-site oaks to release suppressed groundcover that persists in the shade of these oaks. Because of the small acreage of sandhill on site, oaks will be killed in stages via herbicide, rather than removal via heavy equipment. If prescribed fire and hardwood control measures are not sufficient to achieve a desirable groundcover density and species composition, supplemental groundcover planting may be considered.

North Tract Sandhill Restoration Strategies

- Apply frequent prescribed fire to the sandhill community.
- Remove laurel oaks and water oaks which are not controlled with fire.
- Assess the need for supplemental pine and groundcover plantings.
- Plant pines or groundcover as needed.

South Tract Pine Plantation

There are approximately 50 acres of slash pine plantation on the South Tract, located within RMUs 3C and 3F. The pine plantation was planted in 1989 on improved pasture (Havird 2005). At this time a full-scale restoration will not be conducted within the plantation. Groundcover within the plantation is largely Bahia grass with scattered shrubs in the midstory. Currently, the technology for converting Bahia pasture back to natural groundcover is expensive and often requires years of intensive site work. The plantation will be managed in the immediate future with the goal of making the stand appear more like a natural stand with timber thinning and prescribed fire. All proceeds from timber thinning will be applied to restoration, management and improvements within Lake Alto Preserve.

Remaining timber will grow into larger size classes with a scattered spatial distribution. The pine plantation will be worked into the Preserve's prescribed burn plans as priorities allow, with an emphasis placed on burning at an appropriate time following timber harvests to dispose of scattered slash. As technology develops, pilot projects aimed at full-scale restoration of the pine plantation will be considered and pursued if feasible.

South Tract Plantation Restoration Strategies

- Thin the pine plantation several times over the next 25-30 years to promote the production of large size-class timber and manage the forest to appear as a natural stand.
- Apply prescribed fire to the plantation to reduce fuel loads and as priorities allow.
- Apply prescribed fire to the thinned plantation at the appropriate time to dispose of scattered slash.
- Determine the feasibility of implementing restoration aimed at eliminating exotic pasture grasses and promoting the establishment and persistence of native vegetation characteristic of natural pine forests.

South Tract Sandhill

The sandhill community within RMU 3E of the South Tract (approximately 12 acres) still contains remnant native bunch grasses, and tree species characteristic of sandhill, however extensive disturbance is evident in the establishment of weedy plants such as dog fennel, vines, laurel oaks and camphor trees. Restoration of this area will

first involve introduction of prescribed fire and control of the invading hardwoods. After one to two rotations of prescribed fire the need for hand planting longleaf pine and groundcover will be assessed and implemented as needed and as funding allows.

South Tract Sandhill Restoration Strategies

- Apply prescribed fire to the sandhill community.
- Implement hardwood control.
- Assess the need for supplemental planting to increase herbaceous groundcover density and species richness.

South Tract Flatwoods

As described above, flatwoods within the South Tract can be roughly divided into areas of two different conditions. The northernmost flatwoods areas, located in RMUs 3B.1, 3B.2, 3C and 3D, are in good to excellent condition, although fuel loads are high. Restoration of these sites will include the frequent application of prescribed fire. The southern area of flatwoods, RMU 3A (approximately 10 acres), is in worse condition, with many off-site hardwoods present. The native shrub layer is still present, although shade suppressed, and in patches of light, native herbaceous groundcover remains as remnants. Restoration of these southernmost flatwoods areas will include the reintroduction of fire and the reduction in density of off-site hardwood species.

South Tract Flatwoods Restoration Strategies

- Apply frequent prescribed fire to the flatwoods communities.
- Reduce off-site hardwood density in the southernmost flatwoods.

South Tract Pecan Grove

The Pecan grove, located within RMU 4C on the South Tract, will not be restored to its original natural community in the immediate future. This resource will instead be minimally managed to maintain its current state and its physical appearance as a pecan grove. The footprint and open aspect of the grove will be maintained with mowing and the application of prescribed fire. There are no plans to fertilize trees or to actively implement pest control in the immediate future, because production of pecans is not a goal at this time, nor are there funds to implement such management. Alternative uses of the pecan grove, including leasing it to an organic pecan grower, will be investigated as potential future management strategies.

South Tract Pecan Grove Management Strategies

- Continue management of the pecan grove to maintain it in its present open aspect.
- Investigate alternative uses of the pecan grove, including leasing it to an organic pecan grower.

PRESCRIBED FIRE

Both tracts of the Lake Alto Preserve contain fire-dependent natural communities. The North Tract contains approximately 267 acres of mesic and wet flatwoods and sandhill. Approximately 63 acres of sandhill, flatwoods and depression marsh, and an additional 50 acres of pine plantation, exist within the South Tract. Fires naturally occur at a frequency of 2 to 5 years in sandhill communities and every 1-8 years in flatwoods

communities (FNAI 1990). In the pre-settlement period, low to medium intensity fires burned through sandhill and flatwoods and covered the most acreage in the growing season. Today, prescribed fire is a critical land management tool which provides the most effective and least costly maintenance of fire-dependent natural communities. To maintain a natural fire frequency, prescribed fire should be conducted on approximately 200 acres per year at Lake Alto Preserve.

Prior to the acquisition of the Lake Alto Preserve properties by Alachua County, nearly all of the fire-maintained natural communities within the Preserve were long unburned. Beginning in 2008, dormant-season prescribed fire was introduced to portions of the mesic flatwoods of Lake Alto North, and in 2009 dormant season fire was introduced to the mesic flatwoods, pine plantation, and pecan grove of Lake Alto South. Dormant-season fire will be applied to all fire-dependent communities until accumulated fuels are sufficiently reduced to allow safe growing-season burning. When this is achieved, growing-season fire will be applied where possible. As natural communities reach a maintenance stage with manageable fuels, fire will be applied in the growing season on a 2 to 5 year rotation.

Annual notifications are mailed to neighbors of the Preserve to inform them about prescribed fire activities planned for the upcoming year, and why prescribed fire is used as a management tool. As the development of recreational trails within the Preserve progresses, informational signs within burned areas will be utilized to explain to visitors the use and benefits of prescribed fire.

Seasonal fire management plans are drafted by Environmental Protection Department (EPD) staff and the Alachua County Public Safety Wildfire Mitigation Team (WMT). Each plan addresses burn objectives, smoke management, safety, wildfire incident protocol, fuel loading, and neighbor notification. Together, EPD and WMT staffs implement the prescribed burn plans in close coordination with the Florida Division of Forestry. If staff from either EPD or WMT are reduced or eliminated, alternative means of meeting prescribed fire objectives within the Preserve must be considered, including paying contractors to conduct prescribed burns.

Prescribed Burn Program Strategies

- Continue to develop and implement seasonal prescribed burn plans for the Lake Alto Preserve.
- Continue to participate in the North Central Florida Prescribed Fire Working Group.
- Continue to educate neighbors and visitors about the natural role of fires in Florida.

INVASIVE EXOTIC PLANTS

Several invasive exotic plant species are known to occur within Lake Alto North, many of which are listed by the Florida Exotic Pest Plant Council (FLEPPC) as Category I or II invasive exotic plants (see Exhibit H). To date, the exotic plants identified on Lake Alto Preserve include mimosa (*Albizia julibrissin*), camphor tree, Chinese tallow (*Sapium sebiferum*), coral ardisia (*Ardisia crenata*), Japanese honeysuckle (*Lonicera japonica*), Japanese climbing fern (*Lygodium japonicum*), small-leaf spiderwort (*Tradescantia flumeninsis*), and elephant's ear (*Xanthosoma sagittifolium*). Mimosa, camphor and tallow were growing by the gate and along the road leading to the residence site. Initial and follow-up treatments of these species have been effective in controlling

them. Japanese climbing fern occurs sporadically on and around a fill berm that bisects the basin swamp on the southeastern boundary of the North Tract. The remaining species listed above are located within a dense infestation area approximately two acres in size, in the southeast corner of the North Tract. This area surrounds a stormwater ditch outfall, which receives stormwater from the neighboring subdivision. Treatment of the climbing fern and remaining species depends upon favorable site conditions for access, as this area of the Preserve is subject to frequent seasonal flooding.

The South Tract contains fewer known exotic plant species, however the infestations are more extensive. Japanese climbing fern occurs in a concentrated area of scattered clumps, approximately one acre in size, within the southernmost stand of planted pines. Additional isolated climbing fern plants are encountered sporadically within the upland mixed forest community in the southeastern portion of Lake Alto South. In June, 2010, ACF staff coordinated an initial treatment of the known occurrences of climbing fern in Lake Alto South with the state's Lygodium Strike Team (FWC 2010). Follow up treatments and initial treatments of new occurrences are anticipated, and will be performed by ACF staff or the Strike Team as funding allows.

Camphor trees are frequent and dense in several locations within Lake Alto South. The densest infestations are in areas that were formerly disturbed to some degree. In July, 2010, an initial treatment was performed by contractors on approximately eight acres of dense infestation, and another sixty-five acres of sporadic infestation. Follow up treatments are anticipated and will be performed by ACF or contractors as funding is available.

Staff regularly monitors the site for new infestations and to determine the effectiveness of treatments and plan for follow-up treatments. In general, follow-up treatments of previously treated areas will take priority over initiation of treatment of new species or areas.

Invasive Plant Strategies

- Continue to survey invasive exotic plants, produce maps and qualitatively describe populations.
- Treat exotic plant infestations as funding and staffing allows.
- Continue to seek funding and grant opportunities to implement invasive plant control.
- Monitor treated sites and perform follow-up treatment.
- Develop an exotic species database for Lake Alto Preserve.

FERAL ANIMALS

The presence of feral hogs has been noted on the North Tract, and evidence of rooting in roadways is common during seasonally wet periods. Limited evidence of feral hogs has been observed by staff at the South Tract. Because evidence of their presence is somewhat sporadic over time, it is thought that the feral hog population may migrate in and out of the Preserve properties opportunistically.

Cats and dogs have been observed within Lake Alto North, and were likely roaming pets rather than feral animals. Staff will continue to monitor the site for populations of feral animals and will take actions as needed.

Feral Animal Program Strategies

- Arrange for special use licensees to removal feral hogs from the property until the property is opened to the public. Afterwards, contract with an appropriate entity to continue to remove feral hogs as needed.
- Continue to monitor the site for utilization by feral animal species.

CULTURAL RESOURCES

Two sites listed by the Florida Master Site File occur within the Lake Alto Preserve. The Santa Fe Canal site (AL2550) documents the historic canal that connects Lake Santa Fe to Lake Alto. The canal was constructed in the late 1870's, along with the Waldo Canal, to connect Melrose on Lake Santa Fe to the train depot in Waldo, which was an important stop for rail traffic to and from Jacksonville. The canal was utilized to transport agricultural products, mail, supplies and tourists (Lauter 1950). The Santa Fe Canal was abandoned as a primary mode of transportation by the early 1900's (Lauter 1950).

The Lake Alto Preserve site (AL5241) documents scattered stone flakes and chips discovered by ACF staff in 2007 following firebreak construction.

Several unrecorded cultural resources exist within the Preserve including several "catfaced" longleaf pines, which possess typical scars from turpentine extraction, which was an important industry in north Florida during the early 1900's. In addition to the historic pines on the property, an old pecan grove of approximately 27 acres is located within the South Tract. This grove is visible in 1937 aerial photographs of the region. The remains of a collapsed barn also exist in the northeast corner of the South Tract. A long-time resident of the area reports that a packing shed/loading dock formerly existed on the South Tract adjacent to the Santa Fe Canal that served area residents. The facility was used to load citrus and other commodities onto steam boats for transport to market via the rail in Waldo (Dena Rice personal communication).

Cultural Resource Management Strategies

- Routinely visit known sites and note any disturbance.
- Evaluate all land management activities for potential disturbance to cultural sites.
- Record newly discovered sites with the Florida Master Site File.
- Interpret cultural and historical resources of the Preserve to the public.

SPECIAL MANAGEMENT CONSIDERATIONS

Development and land use patterns adjacent to Lake Alto Preserve present several management challenges. Neighbors abutting the Preserve often dispose of yard waste inside the Preserve, introducing exotic plants that must be controlled. Stormwater drainage ditches constructed in the past direct runoff to wetlands within the Preserve. Illegal dumping of solid waste occurs at gates and along Preserve boundaries near public roads.

In 2009 and 2010, land immediately east of the North Tract was clearcut of planted and natural pines and developed into a blueberry farm. Raised beds and drainage swales on the farm were constructed in to direct runoff westward toward the Preserve. A subsequent period of record rainfall resulted in runoff from the farm creating severe erosion on two Preserve roads and the boundary firebreak. EPD staff worked with the adjacent landowner to find solutions to attenuate runoff from the farm. Within the

Preserve, County staff constructed water bars on an adjacent firebreak, and mowed strips into the adjacent flatwoods to encourage surfacewater to sheetflow through vegetated land, rather than running into and eroding Preserve Road. In addition, EPD staff collected baseline water quality data from nearby ponds in the Preserve to serve as background data to compare with future water quality data in an effort to better understand effects of the farm operation on the water and lands within the Preserve. This area should be monitored regularly for continued erosion problems, and for future changes in water quality in wetlands on the Preserve.

IV. TIMBER RESOURCES

Prior owners of the lands within Lake Alto Preserve harvested much of the merchantable pine and cypress timber from the properties before County acquisition. Most of the areas were allowed to regenerate naturally, and future sale of the timber within these areas is not anticipated at this time. Currently, marketable timber resources at Lake Alto Preserve consist of approximately 50 acres of merchantable planted slash pine within the South Tract. This stand was planted for timber production in 1989, and requires periodic thinning and prescribed burning to achieve management objectives for the site. There are other timber resources within the Preserve that do not require harvesting or reforestation at this time to reach management goals. Furthermore, trees located in wetlands will not be harvested.

Revenue generated from timber management within Lake Alto Preserve will be used to fund restoration activities in the Preserve.

Objectives of Timber Management:

- Maintain the health and diversity of forested communities.
- Manage for natural regeneration of the desired species.
- Manage for older aged forest conditions.
- Manage for a variety of forest stand structures and age classes.
- Utilize sound timber harvesting practices to maintain or enhance the natural communities and pine plantations and to provide revenues for funding restoration activities.

Timber Management Strategies

- ➢ Develop and implement a timber management plan that promotes the restoration and management of the natural communities and pine plantations.

V. SITE DEVELOPMENT AND IMPROVEMENT

EXISTING PHYSICAL IMPROVEMENTS

The North Tract of the Preserve contains a network of over nine miles of interior and boundary roads and firebreaks (Exhibit I). A 0.8-acre residence site, with a double-wide mobile home, a pump house and utility shed, is located in the southern portion of the North Tract. Overhead and underground utilities serving the residence site enter the property from the east and follow an interior road to the residence. Four existing gates,

two on County Road 1471 and two on NE 143rd Avenue, provide access to the site. Portions of the north, east, and south boundaries of the North Tract are fenced to prevent illegal access and dumping. Two wood docks exist on the shoreline of Lake Alto within the Preserve. The dock on parcel 18377-001-000 is in fair condition, and is associated with the security residence. This dock is not intended for public access. The dock on parcel 18377-000-000 is planned for future public access. This dock is currently in fair condition and is safe, however it does not yet meet ADA standards or standards for a public facility.

Lake Alto South contains nearly four miles of interior and boundary roads and firebreaks. Several interior fence lines in poor condition still exist, however, in the long term these fences will likely be removed. Three cable gates, located on NE 132nd Avenue, provide access to the site. An overhead electric power line easement enters the property from CR 1471, and serves the dwelling and other structures on the private inholding in the center of the property.

PROPOSED PHYSICAL IMPROVEMENTS

Physical improvements proposed for Lake Alto Preserve include trailheads, kiosks, interpretive signs, boardwalks, overlooks, benches, bicycle racks, a marked trail system, and improvements to the public-access dock on Lake Alto (Exhibit J).

Three trailheads are planned for the North Tract. A trailhead will be placed at the existing parking area for the Lake Alto County Park, providing access to designated Preserve trails via a constructed boardwalk through the basin swamp to the fill berm. A trailhead with a small, unpaved parking area and pedestrian pass-through may be located adjacent to County Road 1471. In addition, a trailhead will be established at the existing public-access dock on Lake Alto. The dock will be refurbished or reconstructed according to standards for public use in order to provide access to the site from the water.

An additional unpaved trailhead with pedestrian pass-through will be constructed on the South Tract, adjacent to Northeast 132nd Avenue.

A network of trails, utilizing existing roads and firebreaks, will connect the trailheads to interior portions of the Preserve. Interpretive exhibits detailing the natural and cultural resources of the Preserve will be placed along the trail system. The trails will vary in length, providing a variety of options for visitors, and loop trails will be developed where feasible.

In addition to recreational amenities, future site management may require the construction of additional fencing, gates, improvements to existing roads and trails such as low water crossings or culverts, construction of additional firebreaks to support prescribed fire management, and improvements to the existing security residence site and utilities.

To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. If stormwater facilities are required, they will be designed to provide recreational open space or wildlife habitat, and will have shallow slopes and not be fenced. Trailheads and parking areas will have at least a 50-foot buffer, averaging 75 feet, from wetlands and will be situated outside the one-hundred-year floodplain.

It should be noted that most of the lands within Lake Alto Preserve are seasonally flooded. This affects access to roads and trails within the Preserve, and will naturally

limit use of these improvements. In some instances, trails may be closed to avoid hazardous conditions for visitors, or to minimize negative impacts to Preserve resources.

Site Development and Improvement Strategies

- Design and construct trailhead facilities.
- Seek funding to rehabilitate or rebuild the public-access dock.
- Rehabilitate or rebuild the dock.
- Design a trail system.
- Establish and mark trails.
- Design, fabricate and install interpretive exhibits.
- Design, fabricate or purchase and install benches and kiosks.
- Design and install a boardwalk for access from the Boat Ramp Park trailhead.
- Design and install overlooks in appropriate locations along the trail system.

ACCESS

The only vehicular access allowed on site is for staff, service and emergency vehicles. Only authorized vehicles will have access through the vehicular gates. A subset of existing service roads and trails will be maintained for staff, service and emergency use. The remaining existing service roads will be abandoned, utilized for fire breaks or for recreational trails. Some access roads may have multiple uses as service roads, firebreaks and or recreational trails.

Access Strategies

- Designate and maintain a network of access roads and gates.
- Designate and maintain a network of recreational trails.

PERMITS

Alachua County staff have identified a number of potential permits for the proposed physical improvements. These include:

- A general permit from the Water Management District or Florida Department of Environmental Protection for improvements to the existing dock or construction of a new dock.
- Permits from the Water Management District for construction of culverts, low water crossings, bridges or boardwalks.
- A development order issued by the Alachua County Development Review Committee for any activities not specifically exempted by the Unified Land Development Code.
- Permits from Alachua County Public Works for construction in flood prone areas.

EASEMENTS, CONCESSIONS, LEASES, AND REVENUES

Currently there are no plans for establishing new easements, or concessions on Lake Alto Preserve. There is currently an existing overhead power line with an easement that crosses a portion of the South Tract of the Lake Alto Preserve, which services the out parcel located in the center of the property.

A Lease Agreement for the security residence is currently in place, providing a mobile home residence in exchange for on-site security and caretaker services for the

County properties identified as Lake Alto Preserve and the Lake Alto Boat Ramp. This agreement was initially approved on December 21, 2009 and will remain in effect month-to-month, unless terminated by the County or the Lessee.

Should any revenues be collected in the future, they will be placed in a segregated account solely for the upkeep and maintenance of the project site. Likewise, any funds generated from sales of timber will be placed in a segregated account solely for resource management, restoration and improvements within the Preserve.

Easements, Concessions, Leases and Revenues Strategies

- Maintain a Lease Agreement for the security residence.
- Designate timber revenues from the Preserve in a segregated account to be used for resource management, restoration and improvements within the Preserve.

V. STEWARDSHIP NEEDS

MAINTENANCE

Perpetual maintenance of the site will entail regular work to keep fences, gates, roads, signs and other physical improvements in good, functional condition. Fencelines should be monitored regularly for needed repairs, as part of ongoing site security. In addition, annual vegetation control on fencelines should be performed.

Because many of the roads in the Preserve are utilized as firebreaks, annual firebreak maintenance will include some mowing and clearing of the roads. However regular maintenance mowing and vertical trimming will be necessary to keep roads open and in good repair for dual use as recreational trails. In addition, because the site is seasonally flooded, Preserve roads will require occasional maintenance including re-crowning, erosion repair, road surface stabilization and re-contouring of roadside swales and ditches. In some places, low water crossings or culverts may be necessary.

Boundary signs and markers, and interpretive trail signs and structures require periodic inspection, cleaning and repair to maintain their function and legibility.

EPD staff will conduct all maintenance activities utilizing County staff, licensees, volunteers, contractors and inmate crews. These activities include solid waste removal, invasive species control, and maintenance of the dock, fences, gates, signs, roads and trails.

Maintenance Strategies

- Monitor fencelines monthly for needed repairs.
- Control fenceline vegetation annually with mowing or herbicides.
- Mow and vertically trim roads, trails and firebreaks as needed to maintain them in open condition.
- Maintain, repair, and stabilize roads, firebreaks, ditches and swales as needed.
- Install low water crossings or culverts in roads and firebreaks as needed.
- Inspect boundary signs and markers annually and maintain as needed.
- Inspect interpretive signs and structures monthly and maintain as needed.
- Conduct maintenance activities utilizing county staff, volunteers, contractors, or inmate labor.

SECURITY

General on-site security will be provided primarily by the Lease Agreement Lessee (see EASEMENTS, CONCESSIONS, LEASES, AND REVENUES above). In the event the Lease Agreement is terminated or additional security is required, security of the site will be provided through staff, contractors and/or volunteers. The Lake Alto Preserve boundary is only partially fenced. Unauthorized off-road vehicular usage occurs at times. Unauthorized access will be evaluated and appropriate measures to discourage it will be implemented. These may include additional or more secure fencing or gates, placement of boulders or bollards, signage and additional security patrols. Informational and regulatory signage will be posted on the site. Design and placement of these signs will be coordinated with the Alachua County Sheriff's Office (ASO) and also the FWC Law Enforcement staff.

In order to facilitate emergency response on Lake Alto Preserve, a map book was created and provided to DOF and to Alachua County Public Safety Deparmtment. The book includes an aerial map of the site marked with site access points, firebreaks, and Alachua County staff emergency contact numbers. This map book will be periodically updated to reflect changes in ACF sites, and made available to appropriate response agencies.

Security Strategies

- Provide regular security patrols.
- Coordinate design and placement of informational and regulatory signage with ASO and FWC.
- Fabricate and install informational and regulatory signage.
- Periodically update wildfire response information.

STAFFING

The Alachua County Forever staff will coordinate the management of the Lake Alto Preserve, with assistance from other county departments, contractors and volunteers.

VI. REFERENCES

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VII. STEWARDSHIP PLAN IMPLEMENTATION TIMELINE AND BUDGET

Task	Time schedule	Cost	Funding Source	Potential Cooperators
Land Use and Zoning				
Amend future land use from Agriculture to Preservation.	12/2010	Staff time		ACGMD
Amend zoning from Agriculture to Conservation.	06/2011	Staff time		ACGMD
Listed Species				
Survey properties for listed species.	Ongoing	Staff time		
Report Tracked species occurrence data to FNAI.	Ongoing	Staff time		
Biota and Natural Community Inventory				
Continue to inventory plants, animals and natural communities.	Ongoing	Staff time		FNPS, AAS, UF
Develop GIS database for tracking monitoring activities.	Ongoing	Staff time		
Establish photopoints in significant areas.	Ongoing	Staff time, $250/year	GF	
Restoration				
Remove laurel oaks and water oaks in North Tract sandhill which are not controlled with prescribed fire.	Ongoing	Staff time and $1000/yr	GF	
Assess the needs for woody plant reduction and supplemental planting for North Tract flatwoods and sandhill.	01/2013	Staff time		
Conduct initial thinning of pine plantation on South Tract.	08/2010			
Conduct hardwood control in South Tract sandhill.	Ongoing	Staff time and $1000/yr	GF	
Assess the needs for woody plant reduction and supplemental planting for South Tract sandhill.	12/2013	Staff time		
Determine the feasibility of implementing groundcover restoration in the South Tract pine plantation.	01/2015	Staff time		
Investigate alternative uses of the South Tract pecan grove, including leasing it to an organic pecan grower.	06/2015	Staff time		IFAS
Prescribed Fire				
Develop and implement seasonal prescribed burn plans.	Fall, Spring	$10,000/yr if contracted	GF	ACPS, ACEPD, DOF, Contractors
Create and maintain fire breaks.	Fall, Spring	$1000/yr if contracted	GF	ACPS, DOF, Contractors
Notify Preserve neighbors annually of planned prescribed burning.	Annually in November	Staff time and $100/yr	GF	
Educate neighbors and Preserve visitors about the benefits of prescribed fire.	Ongoing	Staff time, cost of interpretive materials		ACPS, DOF

Task	Time schedule	Cost	Funding Source	Potential Cooperators
Invasive Exotic Plants				
Survey invasive exotic plants, produce maps and qualitatively describe populations.	Ongoing	Staff time		
Seek funding to implement invasive plant control program.	Annually	Staff time		FWC
Monitor treated sites and perform follow-up treatment.	Ongoing	$2000/yr	FWC, GF	FWC, Contractors
Feral Animals				
Monitor and arrange for removal of feral animal species.	Ongoing	Staff time		ACAS, USDA
Cultural Resources				
Routinely visit known sites and note any disturbance.	Ongoing	Staff time		DHR
Evaluate management activities for potential disturbance to cultural sites.	As needed	TBD		DHR, Contractor
Record newly discovered sites with the Florida Master Site File.	As needed	Staff time		DHR
Site Development and Improvement				
Design and construct trailheads, including a boardwalk connecting the County Park to the fill berm trail.	10/2011	$40,000	GF, Timber Revenues	Contractor
Seek funding to rehabilitate or rebuild the public-access dock.	Annually	Staff time		Volunteers
Rehabilitate or rebuild the dock.	08/2011	$60,000	Bond, Grants	Contractor
Establish trails.	10/2011	Staff time		Volunteers
Design, fabricate and install interpretive exhibits.	10/2011	$4,000	GF	Contractor
Easements, Concessions, Leases and Revenues				
Maintain a Lease Agreement for the security residence.	Ongoing	Staff time		Lessee/Contractor
Designate timber revenues from the Preserve in a segregated account to be used for resource management, restoration and improvements onsite.	As needed	Staff time		
Maintenance				
Monitor fencelines monthly for needed repairs.	Monthly	Staff time	GF	Volunteers, Contractors
Control fenceline vegetation annually with mowing or herbicides.	Annually in Spring	$500/year	GF	Volunteers, Contractors
Mow and vertically trim roads, trails and firebreaks as needed to maintain them in open condition.	As needed	$5,000/year	GF	Contractors
Maintain, repair, and stabilize roads, firebreaks, ditches and swales as needed.	As needed	TBD	GF	
Install low water crossings or culverts in roads and firebreaks as needed.	As needed	TBD	GF	

Task	Time schedule	Cost	Funding Source	Potential Cooperators
Inspect boundary signs and markers.	Annually	Staff time	GF	
Inspect interpretive signs and structures monthly and maintain as needed.	Monthly	Staff time	GF	Volunteers, Contractors
Security				
Perform regular security inspections.	Ongoing	Staff time		Lessee, Volunteers, Contractors, ASO
Coordinate design and placement of informational and regulatory signage with ASO and FWC.	12/2010	Staff time		ASO, FWC
Fabricate and install informational and regulatory signage.	01/2011	$500	GF	Volunteers, ACPW, Contractors
Update wildfire response information.	As needed	Staff time	GF	ACPS, DOF

AAS	Alachua Audubon Society
ACAS	Alachua County Animal Services
ACEPD	Alachua County Environmental Protection Department
ACF	Alachua County Forever
ACGMD	Alachua County Growth Management Department
ACPS	Alachua County Public Safety Department
ACPW	Alachua County Public Works
ASO	Alachua County Sheriff's Office
BIPM	Florida DEP, Bureau of Invasive Plant Management
DHR	Department of State Division of Historic Resources
DOF	Florida Division of Forestry
FWC	Florida Fish and Wildlife Conservation Commission
FNPS	Florida Native Plant Society
GF	General Fund
IFAS	University of Florida Institute of Food and Agricultural Sciences
USDA	United States Department of Agrigulture

Exhibit A: Lake Alto Preserve - Location Map

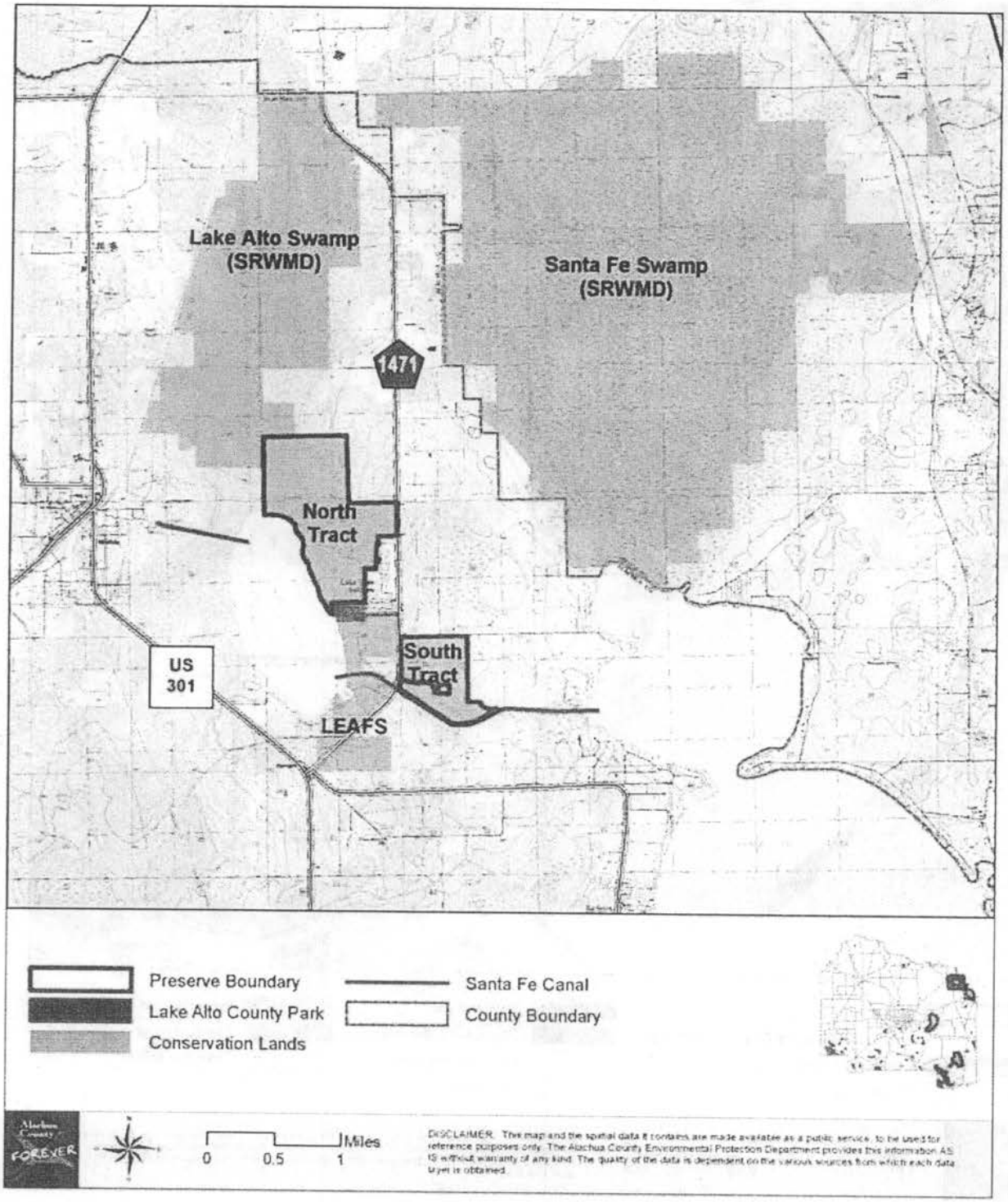

Exhibit B: Lake Alto Preserve - Soils Map

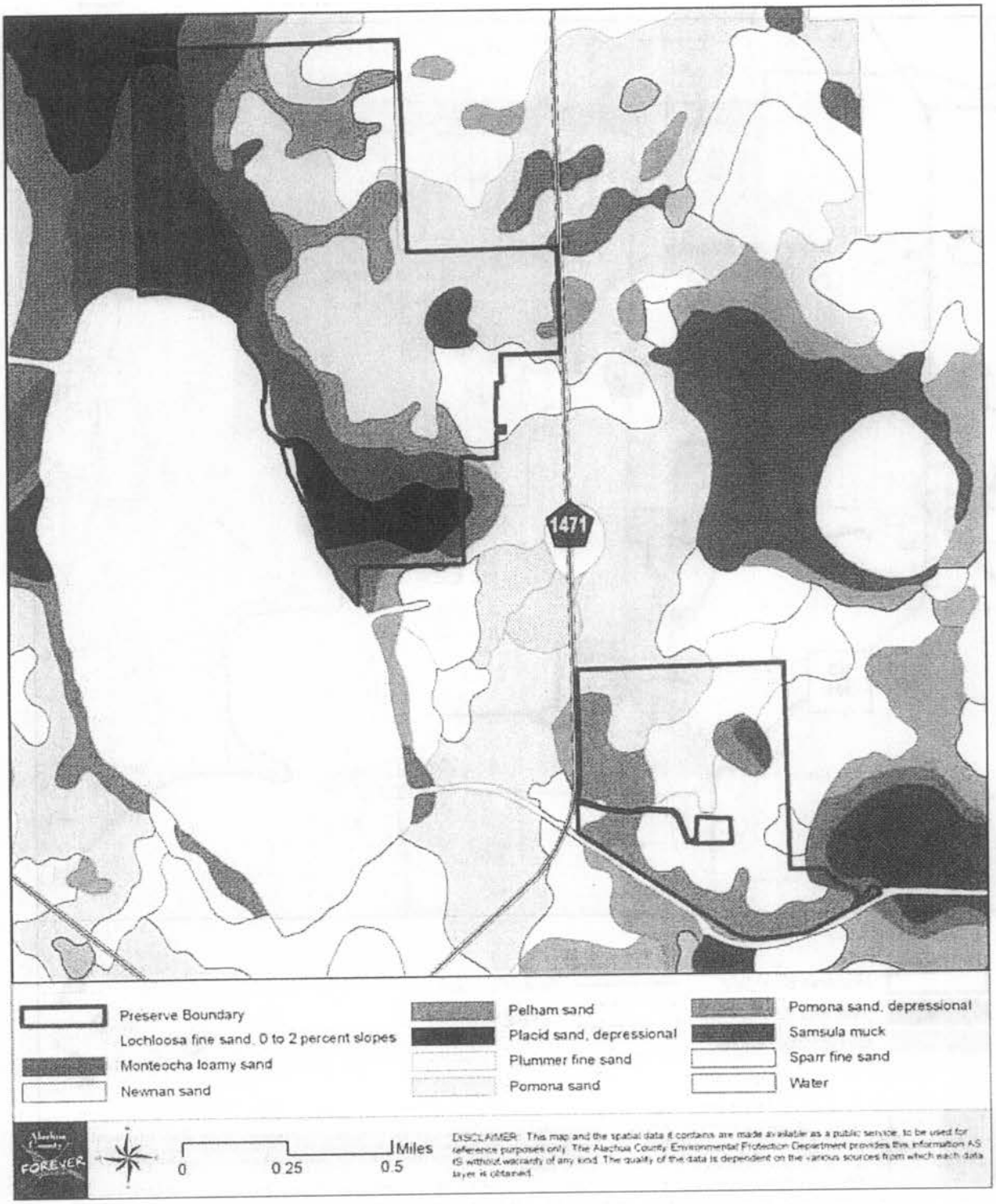

Exhibit C: Lake Alto Preserve - Natural Communities Map

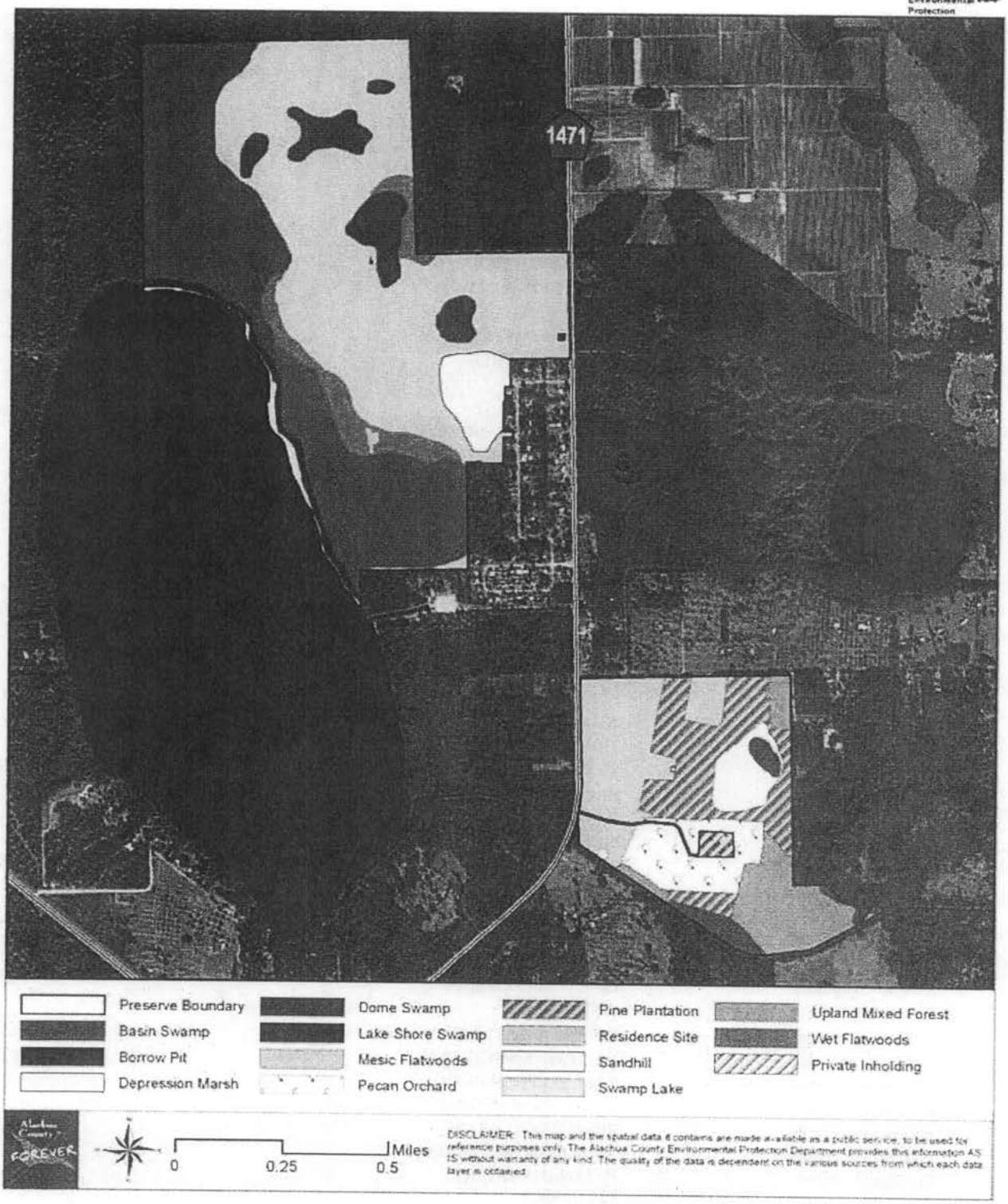

EXHIBIT D: LAKE ALTO PRESERVE PLANT SPECIES LIST

Scientific Name	Common Name	Origin	FDAC	FWS	FNAI
Acer rubrum	RED MAPLE				
Aesculus pavia	RED BUCKEYE				
Agalinis fasciculata	BEACH FALSE FOXGLOVE				
Amphicarpum muhlenbergianum	BLUE MAIDENCANE				
Andropogon glomeratus var. glaucopsis	PURPLE BLUESTEM				
Andropogon ternarius	SPLITBEARD BLUESTEM				
Andropogon virginicus var. glaucus	CHALKY BLUESTEM				
Aristida spiciformis	BOTTLEBRUSH THREEAWN				
Aristida stricta	WIREGRASS				
Asclepias cinerea	CAROLINA MILKWEED				
Asclepias pedicellata	SAVANNAH MILKWEED				
Asimina pygmea	DWARF PAWPAW				
Axonopus fissifolius	COMMON CARPETGRASS				
Baccharis halimifolia	GROUNDSEL TREE				
Bejaria racemosa	TARFLOWER				
Bidens alba var. radiata	BEGGARTICKS				
Bidens mitis	SMALLFRUIT BEGGARTICKS				
Callicarpa americana	AMERICAN BEAUTYBERRY				
Callisia sp.					
Carphephorus corymbosus	COASTALPLAIN CHAFFHEAD;				
Carphephorus odoratissimus	VANILLALEAF				
Carphephorus paniculatus	HAIRY CHAFFHEAD; DEERTONGUE				
Centella asiatica	SPADELEAF				
Cephalanthus occidentalis	COMMON BUTTONBUSH				
Chaerophyllum tainturieri	HAIRYFRUIT CHERVIL				
Chamaecrista fasciculata	PARTRIDGE PEA				
Cinnamomum camphora	CAMPHORTREE	Exotic			
Cirsium horridulum	PURPLE THISTLE				
Clitoria mariana	ATLANTIC PIGEONWINGS				
Cnidoscolus stimulosus	TREAD-SOFTLY				
Croton argyranthemus	SILVER CROTON;HEALING CROTON				
Cyperus croceus	BALDWIN'S FLATSEDGE				
Cyperus haspan	HASPAN FLATSEDGE				
Cyperus retrorsus	PINEBARREN FLATSEDGE				
Decodon verticillatus	WILLOW-HERB; SWAMP				
Dichanthelium ensifolium	CYPRESS WITCHGRASS				
Dichondra carolinensis	CAROLINA PONYSFOOT				
Digitaria ciliaris	SOUTHERN CRABGRASS				
Diodia teres	POOR JOE; ROUGH BUTTONWEED				
Diospyros virginiana	COMMON PERSIMMON				
Drosera capillaris	PINK SUNDEW				
Eichhornia crassipes	COMMON WATER-HYACINTH				
Eleocharis baldwinii	BALDWIN'S SPIKERUSH				
Elephantopus elatus	TALL ELEPHANTSFOOT				
Eragrostis elliottii	ELLIOTT'S LOVEGRASS				
Eragrostis spectabilis	PURPLE LOVEGRASS				
Erechtites hieraciifolius	AMERICAN BURNWEED;				
Eryngium baldwinii	BALDWIN'S ERYNGO				
Eupatorium capillifolium	DOGFENNEL				

Scientific Name	Common Name	Origin	FDAC	FWS	FNAI
Eupatorium compositifolium	YANKEEWEED				
Eupatorium mohrii	MOHR'S THOROUGHWORT				
Eupatorium pilosum	ROUGH BONESET				
Eupatorium sp.	BONESET				
Eustachys petraea	PINEWOODS FINGERGRASS				
Euthamia caroliniana	SLENDER FLATTOP GOLDENROD				
Galactia volubilis	DOWNY MILKPEA				
Gaylussacia dumosa	DWARF HUCKLEBERRY				
Gaylussacia frondosa var. tomentosa	BLUE HUCKLEBERRY				
Gelsemium sempervirens	YELLOW JESSAMINE				
Gordonia lasianthus	LOBLOLLY BAY				
Gratiola hispida	ROUGH HEDGEHYSSOP				
Helianthemum corymbosum	PINEBARREN FROSTWEED				
Hieracium gronovii	QUEEN-DEVIL				
Houstonia procumbens	INNOCENCE; ROUNDLEAF BLUET				
Hypericum cistifolium	ROUNDPOD ST.JOHN'S-WORT				
Hypericum gentianoides	PINEWEEDS; ORANGEGRASS				
Hypericum hypericoides	ST.ANDREW'S-CROSS				
Hypericum myrtifolium	MYRTLELEAF ST.JOHN'S-WORT				
Hypericum suffruticosum	PINELAND ST.JOHN'S-WORT				
Hypericum tetrapetalum	FOURPETAL ST.JOHN'S-WORT				
Hypoxis wrightii	BRISTLESEED YELLOW				
Ilex cassine	DAHOON				
Ilex cassine var. myrtifolia	MYRTLE DAHOON				
Ilex coriacea	LARGE GALLBERRY; SWEET				
Ilex glabra	INKBERRY; GALLBERRY				
Indigofera caroliniana	CAROLINA INDIGO				
Itea virginica	VIRGINIA SWEETSPIRE				
Juncus marginatus	SHORE RUSH; GRASSLEAF RUSH				
Juncus polycephalos	MANYHEAD RUSH				
Juncus scirpoides	NEEDLEPOD RUSH				
Juniperus virginiana	RED CEDAR				
Kalmia hirsuta	WICKY; HAIRY LAUREL				
Lachnanthes caroliana	CAROLINA REDROOT				
Lachnocaulon anceps	WHITEHEAD BOGBUTTON				
Leucothoe racemosa	SWAMP DOGHOBBLE				
Liatris tenuifolia var. quadriflora	SHORTLEAF GAYFEATHER	Endemic			
Licania michauxii	GOPHER APPLE				
Linaria canadensis	CANADIAN TOADFLAX				
Liquidambar styraciflua	SWEETGUM				
Ludwigia maritima	SEASIDE PRIMROSEWILLOW				
Ludwigia repens	CREEPING PRIMROSEWILLOW				
Lycopodiella alopecuroides	FOXTAIL CLUB-MOSS				
Lygodium japonicum	JAPANESE CLIMBING FERN	Exotic			
Lyonia fruticosa	COASTALPLAIN STAGGERBUSH				
Lyonia lucida	FETTERBUSH				
Magnolia virginiana	SWEETBAY				
Myrica cerifera	WAX MYRTLE				
Nuphar advena	SPATTERDOCK				
Nyssa sylvatica var. biflora	SWAMP TUPELO				
Osmunda cinnamomea	CINNAMON FERN		C		
Osmunda regalis	ROYAL FERN		C		

Scientific Name	Common Name	Origin	FDAC	FWS	FNAI
Panicum anceps	BEAKED PANICUM				
Panicum hemitomon	MAIDENCANE				
Panicum verrucosum	WARTY PANICGRASS				
Paspalum notatum	BAHIAGRASS	Exotic			
Paspalum plicatulum	BROWNSEED PASPALUM				
Paspalum urvillei	VASEYGRASS	Exotic			
Peltandra virginica	GREEN ARROW ARUM				
Persea borbonia	RED BAY				
Persea palustris	SWAMP BAY				
Phoradendron leucarpum	OAK MISTLETOE				
Photinia pyrifolia	RED CHOKEBERRY				
Phytolacca americana	AMERICAN POKEWEED				
Pinguicula caerulea	BLUEFLOWER BUTTERWORT		T		
Pinus elliottii	SLASH PINE				
Pinus palustris	LONGLEAF PINE				
Pinus taeda	LOBLOLLY PINE				
Pityopsis graminifolia	NARROWLEAF SILKGRASS				
Polygala lutea	ORANGE MILKWORT				
Polygala nana	CANDYROOT				
Polypremum procumbens	RUSTWEED; JUNIPERLEAF				
Pteridium aquilinum var. pseudocaudatum	TAILED BRACKEN				
Pterocaulon pycnostachyum	BLACKROOT				
Quercus geminata	SAND LIVE OAK				
Quercus hemisphaerica	LAUREL OAK				
Quercus laevis	TURKEY OAK				
Quercus margaretta	SAND POST OAK				
Quercus minima	DWARF LIVE OAK				
Quercus myrtifolia	MYRTLE OAK				
Quercus nigra	WATER OAK				
Rhexia alifanus	SAVANNAH MEADOWBEAUTY				
Rhexia mariana	PALE MEADOWBEAUTY;				
Rhus copallinum	WINGED SUMAC				
Rhynchospora fascicularis	FASCICLED BEAKSEDGE				
Rhynchospora fernaldii	FERNALD'S BEAKSEDGE				
Richardia scabra	ROUGH MEXICAN CLOVER				
Rubus cuneifolius	SAND BLACKBERRY				
Sabatia sp.	ROSEGENTIAN				
Sacciolepis striata	AMERICAN CUPSCALE				
Saururus cernuus	LIZARD'S TAIL				
Schizachyrium scoparium	LITTLE BLUESTEM				
Scirpus cyperinus	WOOLGRASS				
Serenoa repens	SAW PALMETTO				
Sericocarpus tortifolius	WHITETOP ASTER; DIXIE ASTER				
Smilax auriculata	EARLEAF GREENBRIER				
Smilax bona-nox	SAW GREENBRIER				
Smilax glauca	CAT GREENBRIER; WILD				
Smilax laurifolia	LAUREL GREENBRIER; BAMBOO				
Smilax walteri	CORAL GREENBRIER				
Solidago canadensis var. scabra	CANADA GOLDENROD				
Solidago fistulosa	PINEBARREN GOLDENROD				
Sorghastrum secundum	LOPSIDED INDIANGRASS				
Sphagnum sp.	SPHAGNUM MOSS				

Scientific Name	Common Name	Origin	FDAC	FWS	FNAI
Spiranthes tuberosa	LITTLE LADIESTRESSES		T		
Sporobolus curtissii	CURTISS' DROPSEED				
Sporobolus junceus	PINEYWOODS DROPSEED				
Stillingia sylvatica	QUEENSDELIGHT				
Syngonanthus flavidulus	YELLOW HATPINS				
Taxodium ascendens	POND CYPRESS				
Taxodium distichum	BALD CYPRESS				
Tillandsia bartramii	BARTRAM'S AIRPLANT				
Tillandsia usneoides	SPANISH MOSS				
Toxicodendron radicans	EASTERN POISON IVY				
Trichostema dichotomum	FORKED BLUECURLS				
Tripsacum dactyloides	EASTERN GAMAGRASS;				
Urena lobata	CAESARWEED	Exotic			
Utricularia subulata	ZIGZAG BLADDERWORT				
Vaccinium corymbosum	HIGHBUSH BLUEBERRY				
Vaccinium myrsinites	SHINY BLUEBERRY				
Vaccinium stamineum	DEERBERRY				
Vitis rotundifolia	MUSCADINE				
Wahlenbergia marginata	SOUTHERN ROCKBELL				
Woodwardia areolata	NETTED CHAIN FERN				
Woodwardia virginica	VIRGINIA CHAIN FERN				
Xyris brevifolia	SHORTLEAF YELLOWEYED GRASS				
Xyris caroliniana	CAROLINA YELLOWEYED GRASS				
Xyris elliottii	ELLIOTT'S YELLOWEYED GRASS				
Xyris fimbriata	FRINGED YELLOWEYED GRASS				

EXHIBIT E: LAKE ALTO PRESERVE ANIMAL SPECIES LIST

Common Name	Scientific Name	FNAI	FEDERAL	STATE	Status
Birds					
Common Ground-Dove	Columbina passerina				
Great Crested Flycatcher	Myiarchus crinitus				
Northern Cardinal	Cardinalis cardinalis				
Northern Parula Warbler	Parula americana				
Prothonotary Warbler	Protonotaria citrea				
Red-eyed Vireo	Vireo olivaceus				
Red-shouldered Hawk	Buteo lineatus				
White-eyed Vireo	Vireo griseus				
Yellow-billed Cuckoo	Coccyzus americanus				
Invertebrates					
Bar-winged Skimmer	Libellula axilena				
Black Dancer	Argia fumipennis atra				
Blue Dasher	Pachydiplax longipennis				
Citrine Forktail	Ischnura hastata				
Common Buckeye	Junonia coenia				
Eastern Pondhawk	Erythemis simplicicollis				
Eastern Tiger Swallowtail	Papilio glaucus				
Golden-winged Skimmer	Libellula auripennis				
Gray-green Clubtail	Arigomphus pallidus				
Great Blue Skimmer	Libellula vibrans				
Gulf Fritillary	Agraulis vanillae				
Horace's Duskywing	Erynnis horatius				
Little Blue Dragonlet	Erythrodiplax miniscula				
Red-spotted Purple	Limenitis arthemis astyanax				
Slaty Skimmer	Libellula incesta				
Spicebush Swallowtail	Papilio troilus				
Zebra Swallowtail	Eurytides Marcellus				
Mammals					
Raccoon	Procyon lotor				
White-tailed Deer	Odocoileus virginianus				
Reptiles and Amphibians					
Bronze Frog	Rana clamitans				
Little Grass Frog	Pseudacris ocularis				
Pinewoods Treefrog	Hyla femoralis				
Southern Leopard Frog	Rana sphenocephala				
Squirrel Treefrog	Hyla squirella				

EXHIBIT F: FNAI FIELD REPORTING FORM

FLORIDA NATURAL AREAS INVENTORY

Field Report Form for Occurrences of Rare Plants, Animals, and Natural Communities

This form should be used only for original field observations regarding a single species or community, at one location, and for (preferably) a single date. Please complete only those fields that are known to you. Use the back of the form or other sheets as necessary to report additional information, and if you have any questions or need assistance with the form, please call FNAI at 850-224-8207. Thanks for your help.

Your name: _____ Phone: _____ E-mail: _____

Address: _____ Date Submitted: _____

Name(s) of observers: _____

Do you want us to protect (i.e., prevent disclosure to the general public) the identification and location information you provide below?

Yes ☐ No ☐ If so, reason for sensitivity _____

IDENTIFICATION (enter common name only if the scientific name is unknown)

Scientific name: _____ Common name: _____

Basis for identification: Personal knowledge ☐ Reference key ☐ Field guide ☐ Museum specimen ☐ Expert ☐ Other ☐

Name of reference/guide/museum/expert: _____ Other _____

Did you take a photograph? Yes☐ No☐ (If possible, please attach a copy of the photo) Did you collect a specimen? Yes☐ No☐ If so, was a specimen deposited at a museum or herbarium? Yes ☐ No ☐ If so, collection # _____

Do you think that your identification requires confirmation? Yes ☐ No ☐ Repository _____

LOCATION

County: _____ Site or managed area name, if known: _____

Precise directions to the occurrence that use a readily locatable and relatively permanent landmark on or near the site (such as a road intersection, bridge, or natural landform) as the starting point. Include distances and directions from landmarks, as appropriate. Please note – neither the directions nor the coordinate information will be provided to the general public if the data are to be considered sensitive, as indicated above.

_____

_____

_____

Latitude _____N Longitude _____W Datum: NAD27 ☐ WGS84/NAD83 ☐ Unknown ☐

Source of latitude/longitude coordinates? GPS ☐ Other ☐ If other, describe _____

If GPS: Make_____ model_____ accuracy_____ m DGPS? Yes☐ No☐ Unknown☐ WAAS? Yes☐ No☐ Unknown☐

If possible, mark the site on a copy of a DOQQ photograph or a USGS 7.5' topographic map and attach to this form. Otherwise, using the back side of the form, please provide a sketch of the vicinity showing the occurrence in relation to towns, roads, landforms, water bodies, and other natural features, including ecological communities. Please include also an indication of scale and a North arrow.

OBSERVATION INFORMATION

Date of observation (m/d/yyyy): _____ Time of day _____ Estimate of total area observed _____m^2 or _____ acres. Percent of this area actually occupied by the population or community: _____%. Approximate dimensions of the area occupied: length_____m width_____m

How did you collect the data? (e. g., visually observed from road, trap or capture methods, walking a path through community, formal survey, etc.)

_____

Is there other suitable habitat (unobserved) in the vicinity? Yes ☐ No ☐ Don't know ☐ Extent? (e.g., acres, miles) _____

Have you been to this location before? Yes☐ No☐ If so, when? _____

Did you previously observe this species or community? Yes☐ No☐ Did not look for it ☐ If you have previously seen the population or community, do you think there is now more?☐ less?☐ about the same amount as before?☐ or no way to compare ☐.

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General description. Please provide a description or "word picture" of the area where this occurrence is located (i.e., the physical setting and ecological context), including habitat, dominant plant species, topography, hydrology, soils, adjacent communities, and surrounding land use.

_____

_____

_____

For animals: Number of individuals (or nests, burrows, etc.) seen: _____ Age structure _____

Estimated total no. of individuals in population: _____ Basis? _____

Ecological & behavioral notes (e.g. reproductive stage, activity type [feeding, flying, nesting, etc.]): _____

_____

_____

For plants: Number of individuals (or clumps, etc.) seen within the observed area: _____

Flowering? Yes☐ No☐ Fruiting? Yes☐ No☐ In bud? Yes☐ No☐ In leaf? Yes☐ No☐ Dormant? Yes☐ No☐

For communities: For each of three strata (tree, shrub, and ground layers), please list the dominant species comprising the stratum, together with an estimate of the height and percent cover for each stratum. (use the back of this form or another sheet, if necessary, to list additional species)

Stratum	height	% cover	Species
Tree			
Shrub			
Ground			

Describe species dominance relationships, vegetation heterogeneity, succession stage/dynamics, and any other unique aspects of the community or additional noteworthy species (including animals).

_____

_____

MANAGEMENT

Owner of site (if known): _____

Is the owner or manager protecting or managing the property for this species or community? Yes ☐ No ☐ Don't know ☐

Are there disturbances or threats (e. g., urban development, agriculture, vehicle use, forestry, logging, fire suppression, ditching/draining, impoundment, exotic species, and natural disturbance) in the vicinity of the site? Yes ☐ No ☐ Don't know ☐

If so, please describe type and severity: _____

_____

Is there evidence (e.g., fire breaks, scorching) of the use of fire at the site? Yes ☐ No ☐ Don't know ☐ Describe and give dates of recent fires, if known _____

Comments on management history or needs: _____

OTHER

Additional comments concerning the population or community, its ecological conditions, contact information for other knowledgeable people, etc.:

_____

_____

Please send this completed this form to: Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C
Tallahassee, FL 32303

THANK YOU!

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Exhibit G: Lake Alto Preserve - Resource Management Unit Map

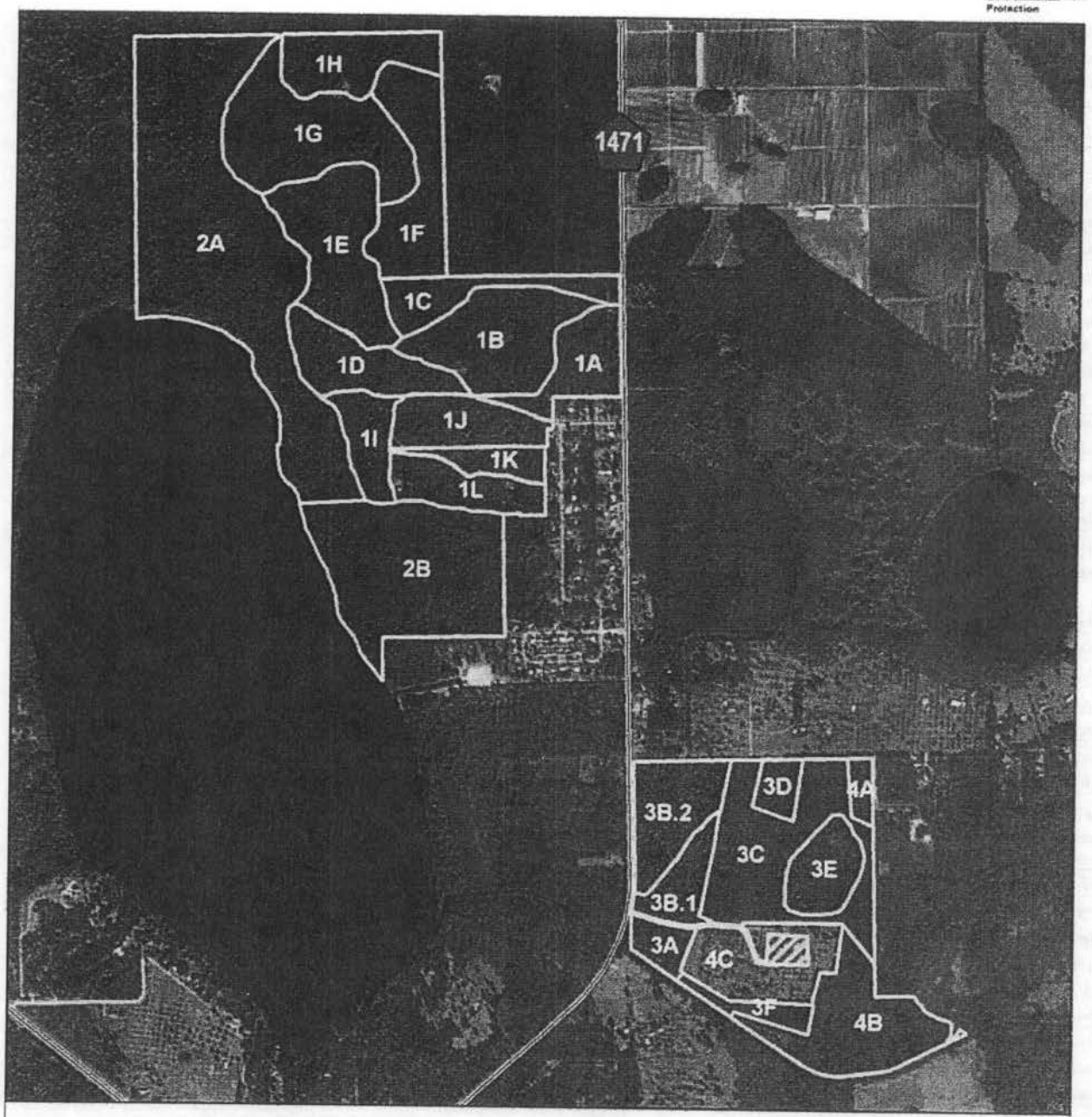

EXHIBIT H: 2009 FLEPPC INVASIVE PLANT LIST

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. *This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.*

Scientific Name	Common Name	Gov. List	Reg. Dis.
Abrus precatorius	rosary pea	N	C, S
Acacia auriculiformis	earleaf acacia		C, S
Albizia julibrissin	mimosa, silk tree		N, C
Albizia lebbeck	woman's tongue		C, S
Ardisia crenata (=*A. crenulata* misapplied)	coral ardisia		N, C, S
Ardisia elliptica (*A. humilis* misapplied)	shoebutton ardisia	N	C, S
Asparagus aethiopicus (*A. sprengeri*; *A. densiflorus* misapplied)	asparagus-fern		N, C, S
Bauhinia variegata	orchid tree		C, S
Bischofia javanica	bishopwood		C, S
Calophyllum antillanum (*C. calaba* and *C. inophyllum* misapplied)	santa maria (names "mast wood," "Alexandrian laurel" used in cultivation)		S
Casuarina equisetifolia	Australian-pine, beach sheoak	P, N	N, C, S
Casuarina glauca	suckering Australian-pine, gray sheoak	P, N	C, S
Cinnamomum camphora	camphor tree		N, C, S
Colocasia esculenta	wild taro		N, C, S
Colubrina asiatica	lather leaf	N	S
Cupaniopsis anacardioides	carrotwood	N	C, S
Dioscorea alata	winged yam	N	N, C, S
Dioscorea bulbifera	air-potato	N	N, C, S
Eichhornia crassipes	water-hyacinth	P	N, C, S
Eugenia uniflora	Surinam-cherry		C, S
Ficus microcarpa[3] (*F. nitida* and *F. retusa* var. *nitida* misapplied)	laurel fig		C, S
Hydrilla verticillata	hydrilla	P, U	N, C, S
Hygrophila polysperma	green hygro	P, U	N, C, S
Hymenachne amplexicaulis	West Indian marsh grass		C, S
Imperata cylindrica (*I. brasiliensis* misapplied)	cogon grass	N, U	N, C, S
Ipomoea aquatica	water-spinach	P, U	C
Jasminum dichotomum	Gold Coast jasmine		C, S
Jasminum fluminense	Brazilian jasmine		C, S
Lantana camara (=*L. strigocamara*)	lantana, shrub verbena		N, C, S
Ligustrum lucidum	glossy privet		N, C
Ligustrum sinense	Chinese privet, hedge privet		N, C, S
Lonicera japonica	Japanese honeysuckle		N, C, S
Ludwigia peruviana	Peruvian primrosewillow		N, C, S
Luziola subintegra	Tropical American water grass		S
Lygodium japonicum	Japanese climbing fern	N	N, C, S
Lygodium microphyllum	Old World climbing fern	N	C, S
Macfadyena unguis-cati	cat's claw vine		N, C, S
Manilkara zapota	sapodilla		S
Melaleuca quinquenervia	melaleuca, paper bark	P, N, U	C, S
Melinis repens (=*Rhynchelytrum repens*)	Natal grass		N, C, S
Mimosa pigra	catclaw mimosa	P, N, U	C, S
Nandina domestica	nandina, heavenly bamboo		N, C
Nephrolepis cordifolia	sword fern		N, C, S
Nephrolepis brownii (=*N. multiflora*)	Asian sword fern		C, S
Neyraudia reynaudiana	Burma reed, cane grass	N	S
Nymphoides cristata	snowflake		C, S
Paederia cruddasiana	sewer vine, onion vine	N	S
Paederia foetida	skunk vine	N	N, C, S
Panicum repens (=*Urochloa maxima*, *Megathyrsus maximus*)	torpedo grass		N, C, S
Pennisetum purpureum	Napier grass		N, C, S
Pistia stratiotes	water-lettuce	P	N, C, S
Psidium cattleianum (=*P. littorale*)	strawberry guava		C, S
Psidium guajava	guava		C, S
Pueraria montana var. *lobata* (=*P. lobata*)	kudzu	N	N, C, S
Rhodomyrtus tomentosa	downy rose-myrtle	N	C, S
Rhynchelytrum repens (see *Melinis repens*)			
Ruellia brittoniana[2] (*R. tweediana* misapplied)	Mexican petunia		N, C, S
Salvinia minima	water spangles		N, C, S
Sapium sebiferum (=*Triadica sebifera*)	popcorn tree, Chinese tallow tree	N	N, C, S
Scaevola taccada (=*S. sericea*; *S. frutescens*)	scaevola, half-flower, beach naupaka	N	C, S
Schefflera actinophylla (=*Brassaia actinophylla*)	schefflera, Queensland umbrella tree		C, S
Schinus terebinthifolius	Brazilian-pepper	P, N	N, C, S
Scleria lacustris	Wright's nutrush		C, S
Senna pendula var. *glabrata* (=*Cassia coluteoides*)	climbing cassia, Christmas cassia, Christmas senna		C, S
Solanum tampicense (=*S. houstonii*)	wetland nightshade, aquatic soda apple	N, U	C, S
Solanum viarum	tropical soda apple	N, U	N, C, S
Syngonium podophyllum	arrowhead vine		N, C, S
Syzygium cumini	jambolan plum, Java plum		C, S
Tectaria incisa	incised halberd fern		S
Thespesia populnea	seaside mahoe		C, S
Tradescantia fluminensis	small-leaf spiderwort		N, C
Urochloa mutica (=*Brachiaria mutica*)	para grass		C, S

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. *These species may become ranked Category I, if ecological damage is demonstrated.*

Scientific Name	Common Name	Gov. List	Reg. Dis
Adenanthera pavonina	red sandalwood		S
Agave sisalana	sisal hemp		C, S
Aleurites fordii (=*Vernicia fordii*)	tung oil tree		N, C
Alstonia macrophylla	devil tree		S
Alternanthera philoxeroides	alligator weed	P	N, C, S
Antigonon leptopus	coral vine		N, C, S
Aristolochia littoralis	calico flower		N, C, S
Asystasia gangetica	Ganges primrose		C, S
Begonia cucullata	wax begonia		N, C, S
Blechum pyramidatum	green shrimp plant, Browne's blechum		N, C, S
Broussonetia papyrifera	paper mulberry		N, C, S
Callisia fragrans	inch plant, spironema		C, S
Callistemon viminalis	bottlebrush, weeping bottlebrush		S
Casuarina cunninghamiana	river sheoak, Australian-pine	P	C, S
Cecropia palmata	trumpet tree		S
Cestrum diurnum	day jessamine		C, S
Chamaedorea seifrizii	bamboo palm		S
Clematis terniflora	Japanese clematis		N, C
Cryptostegia madagascariensis	rubber vine		C, S
Cyperus involucratus (*C. alternifolius* misapplied)	umbrella plant		C, S
Cyperus prolifer	dwarf papyrus		C, S
Dactyloctenium aegyptium	Durban crowfootgrass		N, C, S
Dalbergia sissoo	Indian rosewood, sissoo		C, S
Elaeagnus pungens	silverthorn, thorny olive		N, C
Elaeagnus umbellata	silverberry, autumn olive		N
Epipremnum pinnatum cv. Aureum	pothos		C, S
Ficus altissima	false banyan, council tree		S
Flacourtia indica	governor's plum		S
Hemarthria altissima	limpo grass		C, S
Hibiscus tiliaceus (see *Talipariti tiliaceum*)			
Hyparrhenia rufa	jaragua		N, C, S
Ipomoea carnea ssp. *fistulosa* (=*I. fistulosa*)	shrub morning-glory	P	C, S
Jasminum sambac	Arabian jasmine		S
Kalanchoe pinnata	life plant		C, S
Koelreuteria elegans ssp. *formosana* (=*K. formosana*; *K. paniculata* misapplied)	flamegold tree		C, S
Landoltia punctata (=*Spirodela punctata*)	spotted duckweed		N, C, S
Leucaena leucocephala	lead tree	N	N, C, S
Limnophila sessiliflora	Asian marshweed	P, U	N, C, S
Livistona chinensis	Chinese fan palm		C, S
Melia azedarach	Chinaberry		N, C, S
Melinis minutiflora	molassesgrass		C, S
Merremia tuberosa	wood-rose		S
Murraya paniculata	orange-jessamine		S
Myriophyllum spicatum	Eurasian water-milfoil	P	N, C, S
Panicum maximum	Guinea grass		N, C, S
Passiflora biflora	two-flowered passion vine		S
Pennisetum setaceum	green fountain grass		S
Phoenix reclinata	Senegal date palm		C, S
Phyllostachys aurea	golden bamboo		N, C
Pittosporum pentandrum	Philippine pittosporum, Taiwanese cheesewood		S
Pteris vittata	Chinese brake fern		N, C, S
Ptychosperma elegans	solitaire palm		S
Rhoeo spathacea (see *Tradescantia spathacea*)			
Ricinus communis	castor bean		N, C, S
Rotala rotundifolia	roundleaf toothcup, dwarf Rotala		S
Sansevieria hyacinthoides	bowstring hemp		C, S
Sesbania punicea	purple sesban, rattlebox		N, C, S
Solanum diphyllum	two-leaf nightshade		N, C, S
Solanum jamaicense	Jamaica nightshade		C
Solanum torvum	susumber, turkey berry	N, U	N, C, S
Sphagneticola trilobata (=*Wedelia trilobata*)	wedelia		N, C, S
Stachytarpheta cayennensis (=*S. urticifolia*)	nettle-leaf porterweed		S
Syagrus romanzoffiana (=*Arecastrum romanzoffianum*)	queen palm		C, S
Talipariti tiliaceum (=*Hibiscus tiliaceus*)	mahoe, sea hibiscus		C, S
Terminalia catappa	tropical-almond		C, S
Terminalia muelleri	Australian-almond		C, S
Tradescantia spathacea (=*Rhoeo spathacea*; *Rhoeo discolor*)	oyster plant		S
Tribulus cistoides	puncture vine, burr-nut		N, C, S
Urena lobata	Caesar's weed		N, C, S
Vitex trifolia	simple-leaf chaste tree		C, S
Washingtonia robusta	Washington fan palm		C, S
Wedelia (see *Sphagneticola* above)			
Wisteria sinensis	Chinese wisteria		N, C
Xanthosoma sagittifolium	malanga, elephant ear		N, C, S

FLEPPC List Definitions: Exotic – a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. Native – a species whose natural range includes Florida. Naturalized exotic – an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native). Invasive exotic – an exotic that not only has naturalized, but is expanding on its own in Florida native plant communities.

Abbreviations: Government List (Gov. List): **P** = Prohibited aquatic plant by the Florida Department of Agriculture & Consumer Services; **N** = Noxious weed listed by Florida Department of Agriculture & Consumer Services; **U** = Noxious weed listed by U.S. Department of Agriculture. Regional Distribution (Reg. Dis.): **N** = north; **C** = central; **S** = south; referring to each species' current distribution in general regions of Florida (not its potential range in the state). Please refer to the adjacent map.

Citation example:
Florida Exotic Pest Plant Council's 2009 List of Invasive Plant Species. Internet: http://www.fleppc.org/list/list.htm or *Wildland Weeds* Vol. 12(4): 13-16. Fall 2009.

The 2009 list was prepared by the FLEPPC Plant List Committee and approved by the FLEPPC Board of Directors. The Plant List Committee uses the best information available on invasive plant distribution in natural areas to develop the list.

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David W. Hall, Private Consulting Botanist, 3666 NW 13th Place, Gainesville, FL 32605, (352) 375-1370

Roger L. Hammer, Miami-Dade Parks Department, Castellow Hammock Nature Center, 22301 S.W. 162nd Ave., Miami, FL 33030, kaskazi44@comcast.net

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Gil Nelson, Gil Nelson Associates, 157 Leonard's Dr., Thomasville, GA 31792, gil@gilnelson.com

Robert W. Pemberton, Invasive Plants Research Lab, U.S. Dept. of Agriculture, 3225 College Ave., Ft. Lauderdale, FL 33312, Robert.Pemberton@ars.usda.gov

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Robert W. Simons, 1122 SW 11th Ave., Gainesville, FL 32601-7816

Sandra M. Vardaman, Alachua County Forever Land Conservation Program, Alachua County Environmental Protection Dept., 201 SE 2nd Ave., Suite 201, Gainesville, Florida 32601, (352) 264-6803, smvardaman@alachuacounty.us

Daniel B. Ward, Department of Botany, University of Florida, 220 Bartram Hall, Gainesville, FL 32611

Richard P. Wunderlin, Institute for Systematic Botany, Dept. of Biological Sciences, University of South Florida, Tampa, FL 33620, (813) 974-2359, rwunder@cas.usf.edu

For more information on invasive exotic plants, including links to related web pages, visit the Florida EPPC web site: http://www.fleppc.org

Exhibit I: Lake Alto Preserve - Existing Improvements

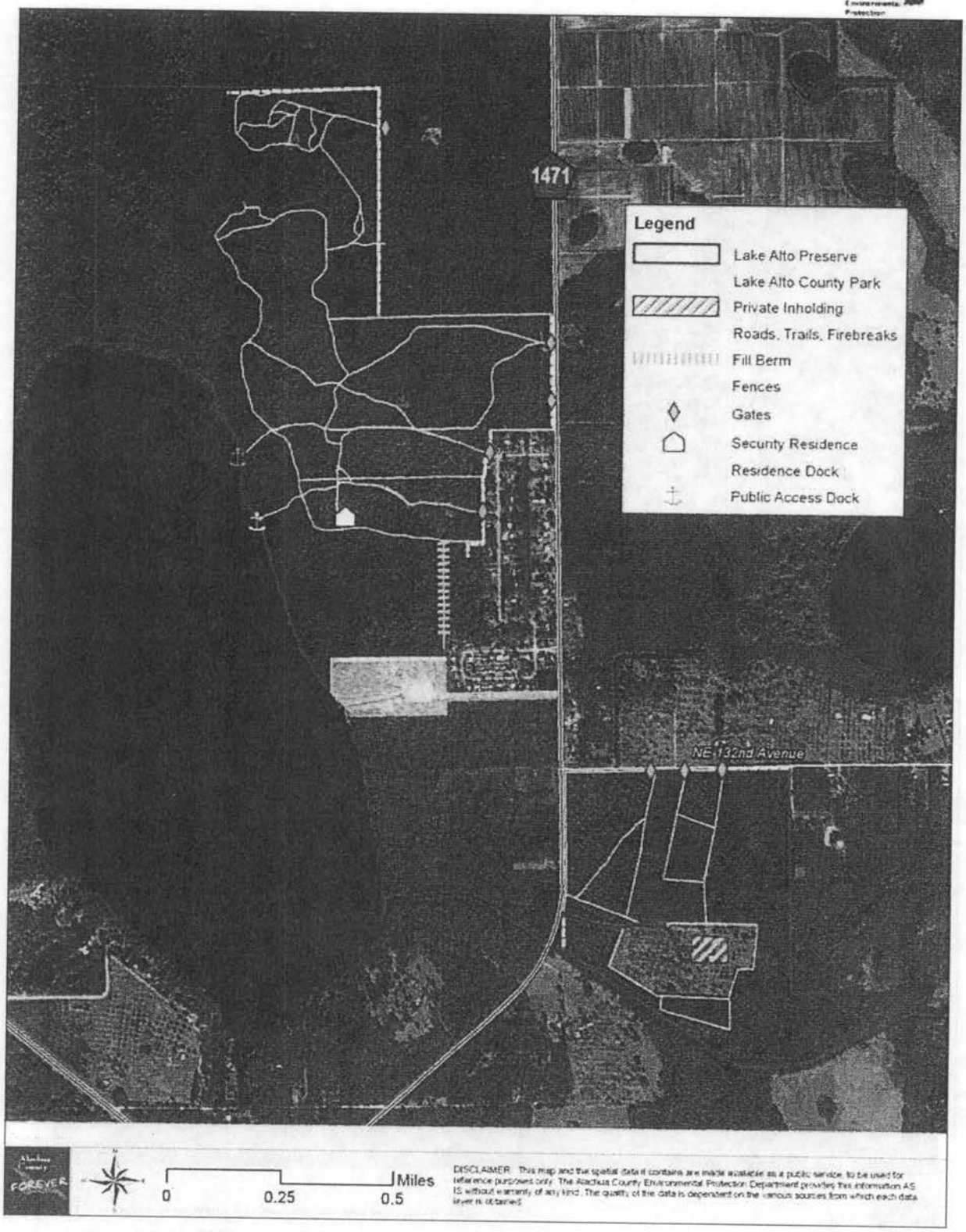


Exhibit J: Lake Alto Preserve - Conceptual Site Plan

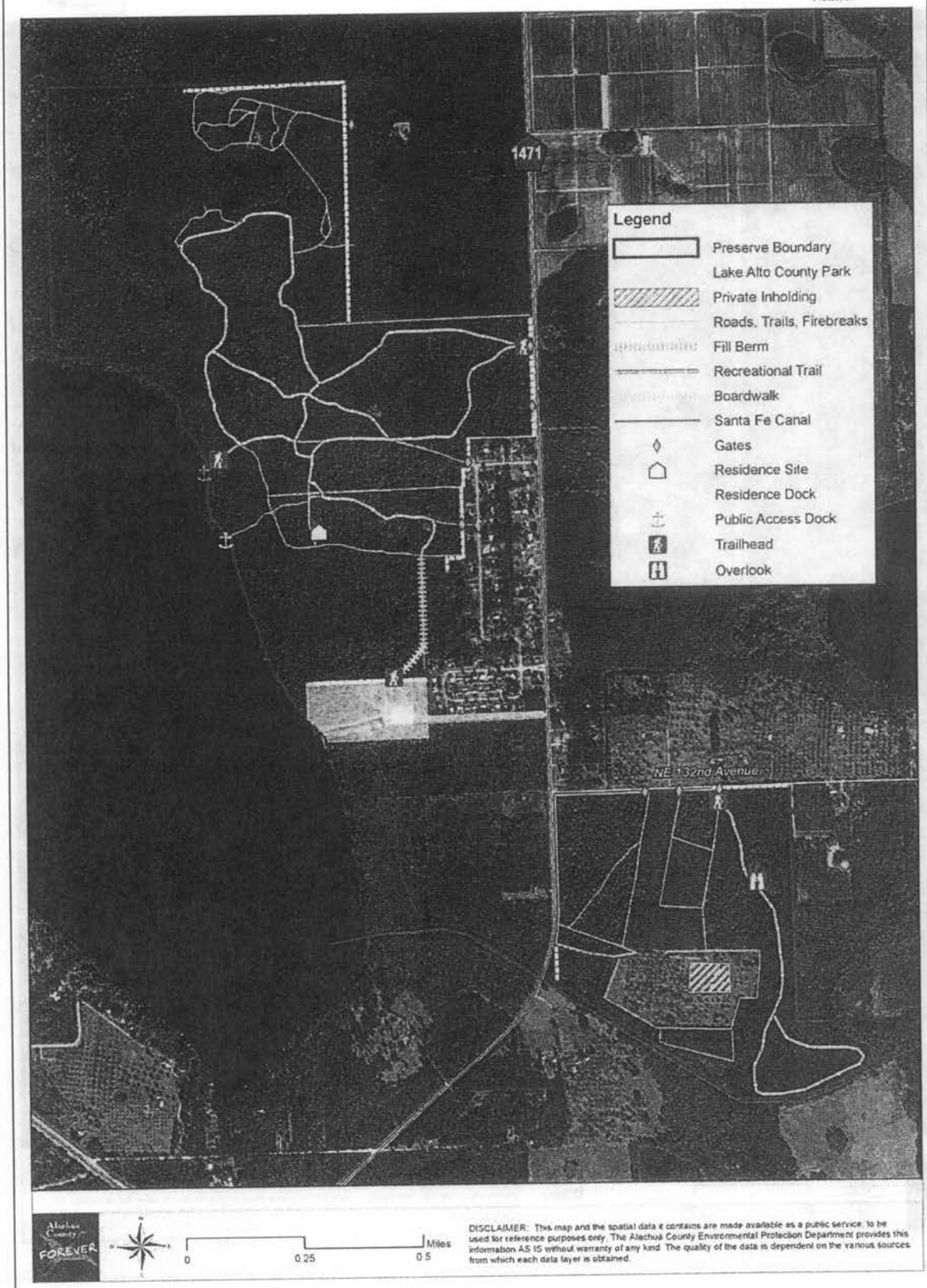


EXHIBIT K: PUBLIC INVOLVEMENT

PUBLIC MEETING MINUTES

Lake Alto Preserve Management Planning Meeting

Date: September 1, 2010

Location: Yerkes Center, 14245 Cole Street, Waldo, Florida

Present: Sandra Vardaman, Susie Hetrick, Helen E. Martin, Kim Worley, Malcolm Worley, Paula Horton, Edith Kennan, Valerie Buschman, Bill Buschman, Jackie Padgett, Doug Mercer, John Winn, Robert Norton, Jill McGuire, Christine Housel

---

I. Introduction and welcome by **Susie Hetrick** and **Sandra Vardaman**, including discussion of the Alachua County Forever (ACF) Program by **Sandra Vardaman**.

II. Site overview, Natural Resources and Land Management, Recreational Opportunities and Conceptual Site Plan by **Susie Hetrick**

III. Public Comments: – An informal discussion between attendees covered access/trailhead locations, access for horses, access to the Santa Fe Canal, timber harvesting, exotic plant control, and the need for restrooms at the County boat ramp park. No written public comments were submitted at the meeting.

IV. Meeting adjourned

APPENDIX A: DEEDS

Recording $
Doc Stamps $
Intangible Tax $
Total $

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2184771 4 PGS
2005 OCT 26 04:27 PM BK 3246 PG 332
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK12 Receipt#258399
Doc Stamp-Deed: 6,232.80

Prepared by and return to:
David E. Menet, Esq.
Attorney at Law
Salter, Feiber, Murphy, Hutson, & Menet, P.A.
Post Office Box 357399
Gainesville, FL 32635-7399
352-376-8201
File Number: **05-1615.4**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **27th** day of **October, 2005** between **William Ramsden a/k/a William F. Ramsden, a single person** whose post office address is **12615 NE County Road 1471, Waldo, FL 32694**, grantor, and **Alachua County, a Political Subdivision of the State of Florida** whose post office address is **P. O. Box 1188, Gainesville, FL 32602-1188**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida** to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Parcel Identification Number: 18405-001-001

Subject to covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2004**.

2184771

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: DAVID E. MENET

Witness Name: Brian Block

William Ramsden (Seal)
William Ramsden
a/k/a William F. Ramsden

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 27th day of October, 2005 by William Ramsden a/k/a William F. Ramsden, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

BRIAN A. BLOCK
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD334294
EXPIRES 6/30/2008

Notary Public

Printed Name: Brian Block

My Commission Expires: 6/30/2008

INSTRUMENT # 2184771
4 PGS

DoubleTimes

EXHIBIT "A"
LEGAL DESCRIPTION
RAMSDEN SALE TO ALACHUA COUNTY

Primary parcel

All of Government Lots 3, 4, 5, 6, and 7 lying North of Lake Alto-Lake Santa Fe Canal and East of County Road NE 1471, and the Northwesterly part of Lot 8 lying North of the Canal and West of Little Lake Santa Fe, all lying and being in Section 29, Township 8 South, Range 22 East, Alachua County, Florida.

First less-out

LESS AND EXCEPT Rights of Way for County Road 1471 as per O.R. Book 148, Page 150 and O.R. Book 280, page 345, Public Records of Alachua County, Florida.

Second less-out

LESS AND EXCEPT the North Forty (40) feet of said Government Lots 3 and 4, Section 29, Township 8 South, Range 22 East, Alachua County, Florida.

Third less-out

LESS AND EXCEPT the following described parcel of land (being a modified legal description of the description found at O.R. Book 1805, Page 1909, Public Records of Alachua County, Florida):

A parcel of land located in the northwest one-quarter of Section 29, Township 8 South, Range 22 East, Alachua County, Florida and being more particularly described as follows:

Commence at a 6" x 6" concrete monument (no identification) marking the Southwest corner of the Northwest one-quarter of Section 29, Township 8 South, Range 22 East, Alachua County, Florida, thence North 01°19'38" West along the West line of said Section 29, a distance of 931.07 feet to a 1/2" iron rod & cap (LB 021) at the intersection with the East right of way line of County Road N.E. 1471 (100' right of way) and being a point on a curve concave to the West, having a delta of 00°12'16", a radius of 1959.86 feet and a chord bearing and distance of North 11°29'03" East, 7.00 feet respectively; thence along the arc of said curve and along the said East right of way line, a distance of 7.00 feet to a 1/2" iron rod & cap (LB 021) and the Point of Beginning; thence continue along the East right of way line and along a curve having a delta of 00°44'18", a radius of 1959.86 feet and a chord bearing and distance of North 11°00'45" East, 25.26 feet respectively; thence along the arc of said curve, a distance of 25.26 feet to a 1/2" iron rod & cap (LB 021); thence South 72°46'58" East, a distance of 370.57 feet to a 5/8" iron rod

INSTRUMENT # 2184771
4 PGS

& cap (3524); thence South 81°59'51" East, a distance of 292.41 feet to a 5/8" iron rod & cap (3524); thence North 81°39'00" East, a distance of 241.15 feet to a 5/8" iron rod & cap (3524); thence South 85°09'05" East, a distance of 309.19 feet to a 1/2" iron rod & cap (LB 021); thence South 51°41'38" East, a distance of 87.72 feet to a 1/2" iron rod & cap (LB 021); thence South 21°58'39" East, a distance of 351.03 feet to a 1/2" iron rod & cap (LB 021); thence South 81°32'21" East, a distance of 91.91 feet to a 1/2" iron rod & cap (LB 021); thence North 03°11'06" East, a distance of 300.40 feet to a 1/2" iron rod & cap (LB 021); thence South 87°35'55" East, a distance of 417.94 feet to a 1/2" iron rod & cap (LB 021); thence South 02°47'44" East, a distance of 308.03 feet to a 1/2" iron rod & cap (LB 021); thence North 89°58'43" West, a distance of 450.68 feet to a 1/2" iron rod & cap (LB 021); thence North 81°32'21" West, a distance of 108.53 feet to a 1/2" iron rod & cap (LB 021); thence North 21°58'39" West, a distance of 358.71 feet to a 1/2" iron rod & cap (LB 021); thence North 51°41'38" West, a distance of 73.56 feet to a 1/2" iron rod & cap (LB 021); thence North 85°09'04" West, a distance of 298.79 feet to a 5/8" iron rod & cap (3524); thence South 81°38'39" West, a distance of 241.85 feet to a 5/8" iron rod & cap (3524); thence North 81°59'12" West, a distance of 298.02 feet to a 5/8" iron rod & cap (3524); thence North 72°48'15" West, a distance of 369.86 feet to the Point of Beginning, containing 4.16 acres, more or less.

Easement Reservation

RESERVING UNTO SAID GRANTOR a fifteen (15) foot wide easement for public utilities over, across, under, and upon Government Lots 3 and 4, Section 29, Township 8 South, Range 22 East, the width of said easement to be seven and one half (7 ½) feet on either side of the overhead power line facility existing on the above primary parcel as of the date hereof and said easement shall run from the public right of way to the lands herein retained by Grantor (third less-out).

INSTRUMENT # 2184771
4 PGS

Recording $ _____
Doc Stamps $ _____
Intangible Tax $ _____
Title $ _____

This Instrument Prepared By:
David E. Menet, Esq.
Salter, Feiber, Murphy,
Hutson & Menet, PA
3940 NW 16th Blvd.
P.O. Box 357399
Gainesville, Florida 32635-7399
352-376-8201
File No.: 05-1615.4

Tax Parcel # 18405-001-001

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2184772 2 PGS
2005 OCT 26 04:27 PM BK 3246 PG 336
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK12 Receipt#258399
Doc Stamp-Deed: 0.70

QUIT CLAIM DEED

This Indenture, made on October 18, 2005 between WILLIAM RAMSDEN a/k/a WILLIAM F. RAMSDEN, a single person, whose post office address is 12615 NE County Road 1471, Waldo, FL 32694 ("Grantor") and ALACHUA COUNTY, a Political Subdivision of the State of Florida, whose post office address is P.O. Box 1188, Gainesville, FL 32602-1188 , ("Grantee").

WITNESSETH that said Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has remised, released and quit claimed, and by these presents does remise, release and quitclaim unto said Grantee all the right, title, interest, claim and demand which said Grantor has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Alachua, State of Florida, to wit:

The North Forty (40) feet of Government Lots 3 and 4, Section 29, Township 8 South, Range 22 East, Alachua County, Florida.

SUBJECT TO and together with covenants, easements, reservations and restrictions of record, and taxes for the year 2005 and all subsequent years.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate right, title, interest and claim whatsoever of said Grantor, either in law or equity, to the only proper use, benefit and behalf of said Grantee.

2184772

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence:

GRANTOR:

Witness
Print: DAVID F. MENET

William Ramsden
WILLIAM RAMSDEN
a/k/a WILLIAM F. RAMSDEN

Witness
Print: Brian Block

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on 10/26/2005 by, WILLIAM RAMSDEN a/k/a WILLIAM F. RAMSDEN who is ☐ personally known to me or ☒ who has produced Florida Driver's license as identification.

Notary Public - State of Florida

Sign: Brian Block

My Commission Expires: 6/30/2008

Print: Brian Block

BRIAN A. BLOCK
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD334294
EXPIRES 6/30/2008

F:\DEM\Real Estate\Quit claim deed.RAMSDEN.wpd

Page 2 of 2

INSTRUMENT # 2184772
2 PGS

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2185212 4 PGS
2005 OCT 27 04:41 PM BK 3247 PG 220
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#258571
Doc Stamp-Deed: 6,321.00

2185212

Prepared by and return to:
David E. Menet, Esq.
Attorney at Law
Salter, Feiber, Murphy, Hutson, & Menet, P.A.
Post Office Box 357399
Gainesville, FL 32635-7399
352-376-8201
File Number: **05-1819.4**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 26th day of **October, 2005** between **Gilbert Q. Crosley a/k/a Gilbert Crosley, a single person, individually and as Trustee of the Living Trust of Gilbert Q. Crosley dated June 30, 1993 and as surviving co-trustee of the Living Trust of Louie Bell Crosley dated June 30, 1993** whose post office address is **P.O. Box 405, Hampton, FL 32044**, grantor, and **Alachua County, a Political Subdivision of the State of Florida** whose post office address is **P. O. Box 1188, Gainesville, FL 32602-1188**, grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida** to wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Parcel Nos. 18376-001-000, 18377-000-000 and 18378-003-000

Subject to covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

Gilbert Q. Crosely is the surviving co-trustee of the Living Trust of Louie Bell Crosely dated June 30, 1993. Louie Bell Crosely died on October 6, 2002. Gilbert Q. Crosley and Louie Bell Crosely were continuously married to each other from the time they acquired the subject property until Louie Bell Crosley's death.

Gilbert Q. Crosley swears and certifies the subject conveyance is to a bona fide purchaser for full and adequate consideration which is equal to the property's fair market value.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2004**.

DoubleTimee

INSTRUMENT # 2185212
4 PGS

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Dudley P. Hardy

Witness Name: Kirby Crosley

× Gilbert Q. Crosley

Gilbert Q. Crosley, individually and as Trustee of the Living Trust of Gilbert Q. Crosley dated June 30, 1993 and as surviving co-trustee of the Living Trust of Louie Bell Crosley dated June 30 1993

State of Florida
County of ~~Alachua~~ Bradford

The foregoing instrument was acknowledged before me this 26th day of October 2005 by Gilbert Q. Crosley a/k/a Gilbert Crosley, individually and as Trustee of the Living Trust of Gilbert Q. Crosley dated June 30, 1993 and as surviving Trustee of the Living Trust of Louie Bell Crosely dated June 30, 1993, who [ ] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Dudley P. Hardy

My Commission Expires: Commission #DD153141 Expires: Oct 31, 2006 Bonded Thru Atlantic Bonding Co., Inc.

Warranty Deed - Page 2

DoubleTimes

INSTRUMENT # 2185212
4 PGS

EXHIBIT "A"

CROSLEY SALE TO
ALACHUA COUNTY, FLORIDA

Legal Description (as per O.R. Book 1924, Page 2291 and O.R. Book 1924, page 2293, Public Records of Alachua County, Florida):

All of Government Lots 1, 2, and 3; North half (N 1/2) of Northeast quarter (NE 1/4) and North half (N 1/2) of Lot 4, Section 19, Township 8 South, Range 22 East, Alachua County, Florida.

AND

South half (S 1/2) of Government Lots one (1) and two (2), Section 18, Township 8 South, Range 22 East, Alachua County, Florida.

AND

A tract of land situated in Section Nineteen (19), Township Eight (8) South, Range Twenty-two (22) East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the southeast corner of Section Nineteen (19), Township Eight (8) South, Range Twenty-two (22) East and run North 00 deg. 39 min. 20 sec. East, along the East line of said Section Nineteen (19), 1517.26 feet; thence run South 89 deg. 20 min. 40 sec. West, 50.00 feet to the POINT OF BEGINNING; thence run South 88 deg. 50 min. 40 sec. West 1270.00 feet to the East boundary of Government Lot four (4); thence run North 00 deg. 39 min. 20 sec. West, along said East boundary, 1131.77 feet to the North boundary of said Government Lot four (4), thence run South 88 deg. 50 min. 40 sec. West, along said north boundary, 1320.00 feet to the Southeast corner of Government Lot two (2); thence run North 00 deg. 39 min. 18 sec. West along the East boundary of said Government Lot two (2), 1323.05 feet to the Northeast corner of said Government Lot two (2); thence run North 88 deg. 48 min. 47 sec. East 2590.00 feet to the west right of way line of County Road No. NE 11; thence run South 00 deg. 39 min. 20 sec. East, along said West right of way line 2456.24 feet, to the POINT OF BEGINNING, said tract of land containing 111.701 acres, more or less.

LESS AND EXCEPT:

Lake Alto Estates Addition No. 1, as per plat recorded in Plat Book "L", page 41, of the Public Records of Alachua County, Florida.

INSTRUMENT # 2185212
4 PGS

LESS AND EXCEPT:

(as per O.R. Book 2140, Page 30, Public Records of Alachua County, Florida)

A tract of land situated in Section 19, Township 8 South, Range 22 East, Alachua County, Florida; said tract being more particularly described as follows:

Commence at the Southeast corner of Section 19 and run North 00 deg. 39 min. 20 sec. West, along the East line of said Section 19, a distance of 1517.26 feet; thence run South 89 deg. 20 min. 40 sec. West, 50.0 feet to the west right of way line County Road No. 1417, (formerly County Road NE 11) and the Southeast corner of Lot 44 as shown on "Lake Alto Estates 1st Addition" as per plat thereof recorded in Plat Book "L", Page 41 of the Public Records of said county; thence run South 88 deg. 50 min. 40 sec. West, along the South line of said plat 1270.00 feet to the POINT OF BEGINNING; thence run South 00 deg. 39 min. 20 sec. East, along the West line of "Lake Alto Estates" as per plat thereof recorded in Plat Book "H", Page 7 of the Public Records of said county, 197.30 feet; thence run South 88 deg. 59 min. 46 sec. West, 1320.06 feet to the east line of Government Lot 3 of said Section 19; thence run South 00 deg. 39 min. 18 sec. East, 414.06 feet more or less to the water's edge of Lake Alto and a point hereinafter referred to as Point "A"; thence return to the above described POINT OF BEGINNING and run northerly and easterly along the westerly line of "Lake Alto Estates 1st Addition" as shown on said plat with the following courses and distances: North 00 deg 39 min 20 sec West, 1131.77 feet; North 88 deg 50 min 40 sec East, 177.36 feet; South 01 deg 09 min 20 sec. East, 26.77 feet; North 88 deg 50 min 40 sec East, 280.00 feet; North 01 deg 09 min 20 sec West, 325.62 feet; North 88 deg 50 min 40 sec East, 110.00 feet; North 00 deg 39 min 20 sec West, 70.00 feet; South 88 deg 50 min 40 sec West, 119.60 feet; North 01 deg 09 min 20 sec West, 392.41 feet; thence leave said westerly line and run South 88 deg 48 min 47 sec West, parallel to the south line of the North 1/2 of the NE 1/4 of said Section 19, a distance of 2700 feet more or less to the water's edge of Lake Alto; thence run southeasterly along said water's edge 2790 feet more or less to the above described Point "A" and to close.

595.00
18.50
5968.50

THIS INSTRUMENT PREPARED BY:
RONALD A. CARPENTER
CARPENTER & ROSCOW, P.A.
5608 NW 43rd Street
Gainesville, Florida 32653
Tax Parcel # 18377-001-000

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2374853 2 PGS
2007 SEP 27 02:10 PM BK 3683 PG 613
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK10 Receipt#348051
Doc Stamp-Deed: 5,950.00

2374853

WARRANTY DEED

THIS WARRANTY DEED, made and executed this 26th day of September, 2007, by **RICHARD O. OVERTON**, a single man, hereinafter referred to as GRANTOR*, to **ALACHUA COUNTY**, a Charter County and political subdivision of the State of Florida, whose post office address is P.O. Box 1188, Gainesville, Florida, 32602-1188, hereinafter referred to as GRANTEE*.

WITNESSETH: That the GRANTOR for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE, all that certain land situate in Marion County, Florida, to wit:

See Exhibit "A" attached hereto.
Together with that 1998 Merit Double-wide Mobile Home located thereon (ID# FLHML2P67517961 A&B)

SUBJECT TO and together with easements and restrictions of record; and subject to taxes for the year 2007 and all subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. .

TO HAVE AND TO HOLD the same in fee simple forever.

SAID GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomever.

** "GRANTOR" and "GRANTEE" are used for singular or plural, as context requires.*

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Barbara M. Wilhite
Printed Name BARBARA M. WILHITE

mlmalone
Printed Name MARGARET C. Malone

GRANTOR:

Richard O. Overton
RICHARD O. OVERTON

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **Richard O. Overton**, who is [ ] personally known to me to be the person described in, or [X] presented FL D/L as proof of identification, and who under oath, executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of September, 2007.

(Seal) Barbara M. Wilhite
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
Barbara M. Wilhite
Commission #DD403856
Expires: APR. 03, 2009
Bonded Thru Atlantic Bonding Co., Inc.

C:\Closings\OvertonAlachuaCounty\WD

Lake , 2010

EXHIBIT "A"

A tract of land situated in Section 19, Township 8 South, Range 22 East, Alachua County, Florida; Said Tract being more particularly described as follows:

Commence at the Southeast Corner of Section 19 and run N 00 deg. 39 min. 20 sec. W, along the East line of said Section 19, a distance of 1517.26 feet; thence run S 89 deg. 20 min. 40 sec. 50.0 feet to the West Right of Way line County Road No. 1471, (formerly County Road NE 11) and the Southeast corner of Lot 44 as shown on Lake Alto Estates 1st Addition as per plat thereof recorded in Plat Book L, on Page 41 of the public records of said County; thence run S 88 deg. 50 min. 40 sec. W, along the South line of said Plat 1270.00 feet to the Point of Beginning; thence run S 00 deg. 39 min. 20 sec. E, along the West Line of Lake Alto Estates as per plat thereof recorded in Plat Book H on Page 7 of the public records of said County, 197.30 feet; thence run S 88 deg. 59 min. 46 sec. W, 1320.06 feet to the East line of Government Lot 3 of said Section 19; thence run S 00 deg. 39 min. 18 sec. E, 414.06 feet more or less to the Water's Edge of Lake Alto and a Point hereinafter referred to as Point A; thence return to the above described point of beginning and run Northerly and Easterly along the Westerly line of Lake Alto Estates 1st Addition as shown on said Plat with the following courses and distances N 00 deg. 39 min. 20 sec. W, 1131.77 feet; N 88 deg. 50 min. 40 sec. E, 177.36 feet; S 01 deg. 09 min. 20 sec. E, 26.77 feet; N 88 deg. 50 min. 40 sec. E, 280.00 feet; N 01 deg. 09 min. 20 sec. W, 325.62 feet; N 88 deg. 50 min. 40 sec. E, 110.00 feet; N 00 deg. 39 min. 20 sec. W, 70.00 feet; S 88 deg. 50 min. 40 sec. W 119.60 feet; N 01 deg. 09 min. 20 sec. W, 392.41 feet; thence leave said Westerly line and run S 88 deg. 48 min. 47 sec. W parallel to the South line of the North 1/2 of the NE 1/4 of said Section 19, a distance 2700 feet more or less to the water's edge of Lake Alto; thence run Southeasterly along said Water's 2790 feet more or less to the above described Point A and to close.

COPY

INSTRUMENT # 2374853
2 PGS

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2404049 2 PGS
2008 FEB 08 02:08 PM BK 3740 PG 1047
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK10 Receipt#361360
Doc Stamp-Deed: 2,800.00

2404049

THIS INSTRUMENT PREPARED BY:
RONALD A. CARPENTER
CARPENTER & ROSCOW, P.A.
5608 NW 43rd Street
Gainesville, Florida 32653
Tax Parcel # 18374-002-000 and 18374-003-000

WARRANTY DEED

THIS WARRANTY DEED, made and executed this 7th day of February, 2008, by **LAKE ALTO, LLC, a Florida limited liability company**, hereinafter referred to as GRANTOR*, to **ALACHUA COUNTY, a Charter County and political subdivision of the State of Florida**, whose post office address is P.O. Box 1188, Gainesville, Florida, 32602-1188, and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida Statutes Chapter 373 Water Management District**, whose address is 9225 County Road 49, Live Oak, Florida, 32060, hereinafter referred to as GRANTEE*.

WITNESSETH: That the GRANTOR for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE, all that certain land situate in Alachua County, Florida, to wit:

See Exhibit "A" attached hereto.

SUBJECT TO and together with easements and restrictions of record; and subject to taxes for the year 2008 and all subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. .

TO HAVE AND TO HOLD the same in fee simple forever.

SAID GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomever.

**"GRANTOR" and "GRANTEE" are used for singular or plural, as context requires.*

By acquiring this property, the Grantees acknowledge that they have acquired it pursuant and subject to a Participation Agreement between Alachua County, Florida and Suwannee River Water Management District, dated January 8, 2008. A copy of that Participation Agreement is on file in the offices of both Grantees.

Grantees may not convey or transfer it's interest in the above described land to any non-federal or State of Florida entity without the prior written consent of the other Grantee.

Any subsequent purchaser of either of the Grantees' interest herein, unless expressly waived by the other

EXHIBIT "A"

INSTRUMENT # 2404049
2 PGS

LEGAL DESCRIPTION

A tract of land located in Section 18, Township 8 South, Range 22 East, Alachua County, Florida, being more particularly described as follows:

Commence at a railroad spike at the southeast corner of said Section 18 for a Point of Reference; thence S88°25'39"W, along the south line of Section 18, a distance of 2033.81 feet to a 4" x 4" concrete monument (GFY LB021) and the POINT OF BEGINNING; thence continue S88°25'39"W, along said south line, a distance of 615.73 feet to a 4" x 4" concrete monument (GFY LB021) at the quarter corner on the south line of Section 18; thence N01°31'55"W, along the east line of the southwest quarter of Section 18, a distance of 1327.59 feet to a 4" x 4" concrete monument (GFY LB021) at the southeast corner of the north half of the southwest quarter of Section 18; thence S88°56'17"W, along the south line of said north half of the southwest quarter, a distance of 2706.87 feet to a 3/4" iron pipe & cap (GFY LB021) at the intersection with the west line of the southwest quarter of Section 18; thence N01°25'25"W, along said west line, a distance of 1325.17 feet to a 1/2" steel rod & cap (GFY LB021) at the northwest corner of the north half of the southwest quarter of Section 18; thence N88°53'14"E, along the north line of the southwest quarter and along the north line of the southeast quarter of Section 18, a distance of 3324.08 feet to a 4" x 4" concrete monument (GFY LB021); thence S01°26'45"E, parallel with the east line of Section 18, a distance of 2650.21 feet to the Point of Beginning.

The above described parcel of land contains 120.00 acres, more or less.

APPENDIX B: PARTICIPATION AGREEMENT

PARTICIPATION AGREEMENT
BETWEEN
ALACHUA COUNTY, FLORIDA
AND
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

THIS PARTICIPATION AGREEMENT is entered into this 8th day of January, 2002 by ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877 ("COUNTY"), and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose mailing address is 9225 County Road 49, Live Oak, FL 32060 ("DISTRICT").

WHEREAS, THE NATURE CONSERVANCY is negotiating a Purchase Agreement for the benefit of the COUNTY and Lake Alto LLC, for the acquisition of a portion of the Lake Santa Fe – Lake Alto LLC property (the "Lake Alto LLC Agreement"); and

WHEREAS, the portion of the property to be acquired under the terms of the Lake Alto LLC Agreement is situated in Alachua County, the location of which is generally depicted on Exhibit A attached hereto and by this reference made a part hereof (the "Lake Alto LLC Property"); and

WHEREAS, the Lake Alto LLC Property is comprised of approximately 120 acres and is eligible for funding under the COUNTY'S acquisition program for purchase of environmentally significant lands within Alachua County; and

WHEREAS, the Lake Alto LLC Property is environmentally significant and is adjacent to DISTRICT lands in the Lake Alto Swamp in Alachua County; and

WHEREAS, the COUNTY and the DISTRICT have agreed to each pay a portion of the cost to acquire the Lake Alto LLC Property, subject to the approval of the DISTRICT's Governing Board and the COUNTY's Commission; and

WHEREAS, the COUNTY and the DISTRICT have agreed that the COUNTY will assume the primary land management responsibility for the Lake Alto LLC Property,

NOW, THEREFORE, for and in consideration of the premises which are made a part of this Agreement, and of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do warrant and agree as follows:

1. The estimated purchase price to be paid pursuant to the Lake Alto LLC Agreement for the fee simple interest in the Property is a total of $400,000 for approximately 120 acres, subject to adjustment based on the final approved survey minus any acreage determined to be sovereign by the DISTRICT and COUNTY multiplied by $3,333.33 per acre. The estimated purchase price shall be cost shared, as follows:

A. DISTRICT (50%) $200,000

B. COUNTY (50%) $200,000

$400,000

2. All pre-acquisition and acquisition costs associated with the transaction shall be shared equally by the DISTRICT and the COUNTY. Each party shall be responsible for their own attorney fees.

3. Interest in the Lake Alto LLC Property, following closing, will be divided as follows:

A. DISTRICT Undivided 50% interest in the fee simple interest in the Property

B. COUNTY Undivided 50% interest in the fee simple interest in the Property

4. The DISTRICT'S and COUNTY'S obligation to fund its specified percentage of the purchase price and certain pre-acquisition and acquisition costs for the Lake Alto LLC Property, is contingent upon DISTRICT'S and COUNTY'S review and approval of appraisal reports, appraisal review, title insurance, survey, environmental site assessment, remediation activities if required, closing documents, any other matters affecting closing, at the reasonable discretion of the DISTRICT'S legal counsel and the COUNTY'S legal counsel. The COUNTY will take the lead in obtaining the above-referenced due diligence pre-closing information required by the COUNTY and the DISTRICT under the terms of the Lake Alto LLC Agreement.

The DISTRICT's participation is contingent upon any final value conclusions by the appraisers, taking into consideration any sovereign submerged land issues. Should the transaction fail to close or close without DISTRICT approval, the DISTRICT shall not be obligated to pay any portion of the costs of the transaction.

Should the transaction fail to close or close without COUNTY approval, the COUNTY shall not be obligated to pay any portion of the costs of the transaction.

Payment by each party of its share of funds to the closing agent for closing shall be the evidenced approval of all such matters prior to closing.

5. Within twelve months after closing, the COUNTY shall prepare a cooperative land management plan for the Property, to be reviewed by the DISTRICT. The COUNTY will assume primary management responsibility for the Property. The COUNTY and the DISTRICT agree that the land management plan may include resource-based recreation by the public. The COUNTY and the DISTRICT acknowledge and agree that as part of the natural resource component of the management plan, the COUNTY intends to undertake certain restoration and enhancement activities on the Property that will be funded with COUNTY funds subject to availability.

6. The DISTRICT and the COUNTY recognize and agree that the Lake Alto LLC Property is one of several parcels that may be acquired within the jurisdictional boundaries of the COUNTY, and as other parcels become

imminent candidates for purchase, the parties agree to work together in good faith to facilitate the acquisition of additional parcels.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to become effective as of the date and year first above written.

ALACHUA COUNTY

By: _____
Rodney J. Long
Chairman, Board of County Commissioners

Date: 1/8/2008

ATTEST:

_____
J.K. "Buddy" Irby, Clerk

Approved as to Form and Legality:

_____
David W. Wagner, County Attorney

(Corporate Seal)

5

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

Executive Director

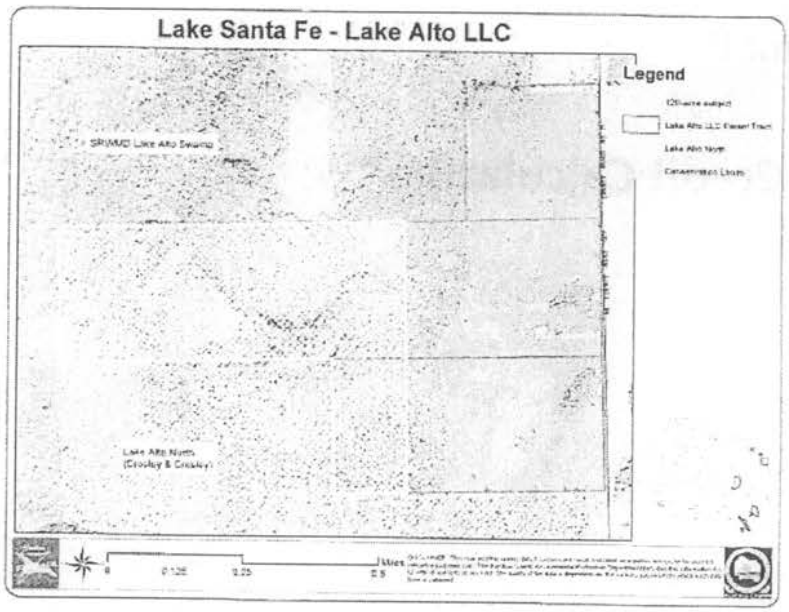
DATE: 2-5-08

Approved by Counsel – Suwannee River
Water Management District

Office of General Counsel

6

Exhibit A.


Lake Santa Fe - Lake Alto LLC
Legend
SRWMD Lake Alto Swamp
Lake Alto Nym
(Crosley & Crosley)
Miles

7

Appendix B

UMAM Credit Calculation

Waldo Dollar General
Mitigation Plan

September 2010

UMAM SUMMARY: Waldo Dollar General Mitigation

Impacts

Area Name	1999 FLUCCS	Impact Type	Location and Landscape Support		Water Environment		Community Structure		Acres	Functional Loss
			before	*after*	*before*	*after*	*before*	*after*		
Fill Area		Fill	5	0	7	0	4	0	0.06	0.032

Total Acres

Impact	Mitigation Wetland	Mitigation Upland
0.06	**0.50**	

Functional Loss	Functional Gain
0.032	**0.032**

Mitigation

Area Name	1999 FLUCCS	Mitigation Type	Wetland or Upland	Location and Landscape Support		Water Environment		Community Structure		Time Lag		Risk Factor	Preservation Adjustment Factor	Relative Functional Gain	Acres Provided	Functional Gain
				before	*after*	*before*	*after*	*before*	*after*	*years*	*t-factor*					
Lake Alto		Enhancement	W	8	8	7	7	3	7	2	1.03	2	1	0.0647	0.5	0.032

Appendix C

Photographic Log

Waldo Dollar General
Mitigation Plan

September 2010

Photograph 1: Invasive exotic infestation at the mitigation site.

Photograph 2: *Tradescantia fluminensis* infestation at the mitigation site.

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Legacy Lands Program	Environmental Protection Dept	Miscellaneous Revenues	326-5564-369.40-00	1,800	
2	Legacy Lands Program	Environmental Protection Dept	Land-Professional Svs	326-5564-537.61-20		1,800
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS 1,800 1,800

COMBINED TOTAL 3,600

PERFORMANCE RESULTS: Request to set up budget for the Mitigation Agreement between Alachua County and Concept Development. Under the Mitigation Agreement Concept Development, LLC will provide $1,800 to eradicate exotic plants from Lake Alto Preserve.

Diane M. Smith 12/13/10
PREPARED BY:

ELECTED OFFICIAL OR DEPARTMENT HEAD

ANALYST

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

January 11, 2011 Regular BOCC Meeting
Agenda Item #34

Title
Hazardous Waste Program Grant Agreement (Amended)

Amount
$10,000.00

Description
Request Approval of the Florida Department of Environmental Protection (FDEP) Hazardous Waste Facilities Compliance and Inspection Program Grant, and Interfund Loan

Recommendation
Approve FDEP Agreement No. S0359, and approve an Interfund Loan in the amount of $10,000 from the General Fund to the FDEP SQG Program Grant Fund.

Alternative(s)
Do not approve FDEP Agreement, and do not approve Interfund Loan.

Requested By
Chris Bird, Director, 264-6801

Originating Department
Environmental Protection

Attachment(s) Description
1. FDEP Agreement No. S0359 (2 copies)

Documents Requiring Action
FDEP Agreement No. S0359 - Amendment No. 4,

Executive Summary
Request Board approval of FDEP Agreement No. S0359, Amendment No. 4, for the "Enhanced Small Quantity Generator" (E-SQG) Program within the Alachua County Environmental Protection Department (ACEPD); and approval of a $10,000 Interfund Loan from the General Fund to the FDEP SQG Program Grant Fund.

Background
Since November 13, 2007, ACEPD has contracted with the Florida Department of Environmental Protection (FDEP) to conduct an Enhanced Small Quantity Generator (E-SQG) Assessment, Notification and Verification Program Grant. The purpose of this program is to enhance Alachua County's compliance and inspection program for hazardous waste facilities. ACEPD is agreeing to conduct 50 hazardous waste generator compliance assistance visits (CAV) of businesses in Alachua County. The inspections will be conducted at hospitals, urgent care centers, hospice, pharmacies, family practices, medical facilities, assisted living facilities; and veterinary clinics in Alachua County. Special emphasis will be given to compliance assistance information in the area of pharmaceutical waste management and disposal. This grant provides additional training and equipment for ACEPD staff, and better service for the regulated businesses in Alachua County. The FDEP Agreement establishes a cost reimbursable grant. Maximum reimbursement from FDEP to Alachua County will be $10,000. Upon completion of the program requirements, the County will be reimbursed by FDEP. An Interfund Loan in the amount of $10,000 is requested from the General Fund to

establish the program. The Interfund Loan will be repaid at the conclusion of the grant.

Issues
This grant will require additional work for the Hazardous Materials Program. .

Fiscal Recommendation
Approve FDEP Agreement No. S0359, adopt Resolution and approve Interfund Loan; Alachua County receives $10,000 reimbursement; Interfund Loan will be repaid to the General Fund at the conclusion of the grant.

Fiscal Alternative(s)
If FDEP Agreement No. S0359 is not approved, the County will not receive $10,000 in grant funding to enhance an existing program.

Funding Sources
FDEP and General Fund

Account Code(s)
070-5531-537.xx-xx

Attachment: FDEP 4th Amend Haz Mat Final.pdf

DEP AGREEMENT NO. S0359
AMENDMENT NO. 4

THIS AGREEMENT as entered into on the 13th day of November, 2007, amended on the 11th day of September, 2008, on the 14th day of December, 2009, and on the 16th day of February, 2010, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Grant Work Plan as set forth in Amendment No. 2, as amended in Amendment No. 3 for the Third Service Period (December 14, 2009 through June 18, 2010) was satisfactorily completed by the Grantee; and,

WHEREAS, the Grant Work Plan and funding for the Fourth Service Period needs to be added to the Agreement; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- The title of the Agreement is hereby revised to read as follows:

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1893 OF THE 2007-2008 GENERAL APPROPRIATIONS ACT
PURSUANT TO LINE ITEM 1805 OF THE 2008-2009 GENERAL APPROPRIATIONS ACT
PURSUANT TO LINE ITEM 1747 OF THE 2009-2010 GENERAL APPROPRIATIONS ACT
PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

-- Paragraph 3A is hereby deleted in its entirety and replaced with the following:

-- Paragraph 3A is hereby deleted in its entirety and replaced with the following:

A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $45,000. For the first period of service beginning November 13, 2007 and ending June 6, 2008 the Department shall pay the Grantee $15,000 for satisfactory completion of the work described in **Attachment A, Grant Work Plan – First Service Period**. For the second period of service beginning September 11, 2008 and ending June 5, 2009 the Department shall pay the Grantee $10,000 for satisfactory completion of the work described in **Attachment A-1, Supplemental Grant Work Plan – Second Service Period**. For the third period of service beginning February 16, 2010 and ending June 18, 2010 the Department shall pay the Grantee $10,000 for satisfactory completion of the work described in **Attachment A-2, Supplemental Grant Work Plan – Third Service Period**. For the fourth period of service beginning upon execution of Amendment No. 4 and ending June 17, 2011 the Department shall pay the Grantee $10,000 for satisfactory completion of the work described in **Attachment A-3, Supplemental Grant Work Plan – Fourth Service Period**. Prior written approval from the Department's Grant Manager shall be required for changes within approved task budget categories up to 10% of the total task budget amount. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal change order to the Agreement. Additional periods of service and additional funding may be added to the Agreement by formal amendment if additional funding becomes available. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachments A, A-1, A-2, and**

A-3 cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Service Period described in **Attachments A, A-1, A-2, and A-3** to provide for the work that can be accomplished for the funding identified above.

-- Paragraph 3B is hereby revised to add the following language after the first sentence:

A final payment request must be submitted to the Department no later than June 17, 2011, to assure the availability of funds for payment.

-- Paragraph 11A is hereby revised to add the following language after the first sentence:

The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement).

-- Paragraph 19 is hereby deleted in its entirety and replaced with the following:

19. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment F, Property Reporting Form**, DEP 55-212, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

    A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

    B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.

    C. The Grantee 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 his possession for use in a contractual arrangement with the Department.

-- The language included in the Agreement as Paragraph 23 shall hereinafter be referenced as Paragraph 24. The following language is hereby added to the Agreement as Paragraph 23:

23. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

-- **Attachment A-3, Supplemental Grant Work Plan – Fourth Service Period**, attached hereto is hereby added to the Agreement. All references in the Agreement to Attachment A, A-1, and A-2 shall hereinafter refer to Attachments A, A-1, A-2, and A-3 respectively.

-- Attachment B-1, Revised Payment Request Summary Form is hereby deleted in its entirety and replaced with **Attachment B-2, Second Revised Payment Request Summary Form,** attached hereto and made a part of the Agreement. All references in the Agreement to Attachment B-1 shall hereinafter refer to **Attachment B-2, Second Revised Payment Request Summary Form**.

-- Attachment C-1, Revised Special Audit Requirements, Page 5 of 5 is hereby deleted in its entirety and replaced with Attachment C-1, Revised Special Audit Requirements, Page 5 (Revised) of 5, attached hereto and made a part of the Agreement.

-- Attachment E, Certification of Applicability to Single Audit Act Reporting, is hereby deleted in its entirety and replaced with **Attachment E-1, Revised Certification of Applicability to Single Audit Act Reporting**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment E shall hereinafter refer to **Attachment E-1, Revised Certification of Applicability to Single Audit Act Reporting**.

-- **Attachment F, Property Reporting Form**, attached hereto is hereby added to the Agreement.

In all other respects, the Agreement 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.

ALACHUA COUNTY BOARD
OF COUNTY COMMISSIONERS

By:_____
*Title: LEE PINKOSON, CHAIR

Date:_____

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

ATTEST:
J. K. IRBY CLERK

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:_____
Secretary or Designee

Date:_____

Glen Perrigan, DEP Grant Manager

S. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

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

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A-3	Grant Work Plan – Fourth Service Period (3 Pages)
Attachment	B-2	Second Revised Payment Request Summary Form (2 Pages)
Attachment	C-1	Revised Special Audit Requirements, Page 5 (Revised) of 5 (1 Page)
Attachment	E-1	Revised Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	F	Property Reporting Form (1 Page)

ATTACHMENT A-3
SUPPLEMENTAL GRANT WORK PLAN – FOURTH SERVICE PERIOD
ENHANCED SMALL QUANTITY GENERATOR ASSESSMENT, NOTIFICATION AND VERIFICATION PROGRAM

Project Location: Alachua County, Florida

The following program elements are described to support the proposed expenditures for the Fourth service period. The Fourth service period is from execution of Amendment No. 4 through June 17, 2011. The final invoice shall be submitted no later than June 17, 2011. Funding for additional service periods may be authorized by formal amendment of this Agreement.

Project Background:

The Grantee shall conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification program in accordance with Sections 403.7225, 403.7265(9), 403.7234 and 403.7236 Florida Statutes (F.S.); Sections 62-731.050 and 62-731.060, Florida Administrative Code (F.A.C.). The Grantee inspectors are "duly authorized representatives" of the Florida Department of Environmental Protection (FDEP) for the purpose of inspections pursuant to Section 403.091, F.S.

Updated data on small quantity generators notified and verified in Alachua County will be submitted to the FDEP in an approved format, per guidelines in 403.7226, F.S., no later than June 17, 2011.

Project Tasks/Deliverables:

Fourth Service Period –Execution of Amendment No. 4 through June 17, 2011

A. Compliance Assistance Visits (CAV)

1. The Grantee will conduct fifty (50) hazardous waste generator compliance assistance visits (CAV) of businesses. The inspections will be conducted at hospitals, urgent care centers, hospice, pharmacies, family practices, medical facilities, assisted living facilities; and veterinary clinics in Alachua County. Special emphasis will be given to compliance assistance information in the area of pharmaceutical waste management and disposal. The fifty (50) hazardous waste generator inspections will include follow-up inspections at some of the facilities inspected during the third service period.
2. The Grantee will continue to distribute the compliance assistance material developed during the third service period of this grant as part of the CAVs. The Grantee will also distribute compliance assistance information supplied by FDEP, such as the current edition of "A Guide on Hazardous Waste Management for Florida's Pharmacies" or any other relevant documents.
3. The Grantee will continue to use the standard form developed during the third service period of this grant and conduct a survey to obtain benchmark information on current pharmaceutical waste management practices in Alachua County. The Survey will be conducted during the CAVs.
4. The Grantee will conduct the CAV and use the FDEP approved CAV inspection forms and checklists to identify potential hazardous waste compliance violations. The Grantee will provide monthly summary reports including copies of all of the inspection forms, checklists, complaints and pictures to the FDEP via e-mail to Pamela.Fellabaum@dep.state.fl.us. All correspondence shall include the EPA Identification number assigned to the facility, if one has been issued.
5. The Grantee will distribute "Notification of Regulated Activity, Form 8700-12FL" to all regulated non-notifiers that become known to the Grantee. Using the notifier list provided by the FDEP, the Grantee will verify business name, location address and generator status of each facility. A facility that has outdated information on the notifier list will be considered a non-notifier and must submit to the FDEP an updated Form 8700-12FL. All regulated SQGs encountered will have EPA ID numbers entered into FDEP CHAZ_SQG data management system.

6. The Grantee will respond to complaints within seven business days by performing a complaint investigation, documenting actions, and maintaining copies of all complaint information in the appropriate file(s).
7. All inspections forms, checklists, complaints and pictures of facilities with Significant and/ or habitual violations or releases to the environment (such as those facilities not providing requested documentation, hazardous waste releases, large used oil releases, or continue to be out of compliance after repeated follow-up inspections by the Grantee) will be prioritized and sent to the FDEP via e-mail within 24 hours of the inspection.
8. The Grantee shall follow-up with all facilities with potential violations identified on the checklist as necessary to ensure the facility returns to compliance. The final inspection report that indicates that the facility has returned to compliance shall be forwarded to the FDEP with the weekly e-mail inspection reports. Facilities that fail to return to compliance after repeated follow-up inspections by the Grantee will be referred to the FDEP for further action.
9. The FDEP will provide inspector training for the Grantee as needed. FDEP staff will be available to the Grantee for technical assistance, will hold teleconferences and/or meetings as needed to discuss the progress of the work under this Agreement, and will provide guidance on regulations or hazardous waste management.
10. The Grantee will purchase two (2) laptop computers, two (2) digital cameras and associated equipment. The equipment will be used to conduct the CAVs.
    Deliverable: Receipts showing proof of purchase of equipment.
    Task Budget:
    Supplies/Other Expenses: $1,540 for laptop accessories and digital cameras for conducting CAV inspections.
    Equipment: $2,800 for two (2) laptop computers to be used for conducting CAV inspections
11. The Grantee will purchase identification labels, Universal Waste stencils, and stickers to provide to the regulated community during inspections. The Grantee will purchase waste storage drums for collecting waste pharmaceuticals at pharmacies and physician offices.
    Deliverable: Receipts showing proof of purchase.
    Task Budget:
    Supplies/Other Expenses: $1,849.31 for labeling containers and to provide collection drums at pharmacies and physician offices.
12. The Grantee will attend an Emergency Response (Hazardous Materials) Training Course. This training course is necessary because the inspectors must respond to hazardous materials incidence in the county.
    Deliverable: Certificates of Completion for the training courses.
    Task Budget:
    Miscellaneous: $1,440 for online emergency response training
13. The Grantee will attend the annual Florida NAHMMA SQG/HHW Conference to expand the inspectors' knowledge and provide an even greater understanding of RCRA, enabling them to conduct a better quality inspection—especially on small quantity generators. This knowledge will also lead the way in the future for making each hazardous waste inspection an enhanced inspection. The Grantee will give a presentation on the Alachua County SQG program and assist with the Basic Inspector Training Session at the Conference.
    Deliverable: Case study summarizing the results of the Enhanced Small Quantity Generator (ESQG) Assessment, Notification, and Verification Program pilot in Alachua County.
    Task Budget:
    Travel: $2,145.69 for conference travel and hotel expenses for 3 persons
    Miscellaneous: $225 for conference registration for 3 persons
14. The Grantee will enter all facility, waste and checklist information into CHAZ_SQG data management system. The following additional items will be entered into CHAZ_SQG data management system: EPA Identification Number if the business has been assigned one by the FDEP, EPA Waste Codes for each hazardous waste identified, name of the hazardous waste and/or used oil transporter(s) picking up the waste, and latitude and longitude coordinates for all facilities verified under the Grantees SQG Program.
15. The FDEP will conduct a select number of random oversight inspections of businesses that have received CAV by the Grantee to evaluate Grantee performance and provide feedback.

B: Final Reports

1. The Grantee will provide the following final reports approved by the FDEP at the end of this Agreement period:
   i. A summary report that contains the following information:
      1. Number of County Inspections by business type as identified in item A1.
      2. Number of businesses in compliance by business type as identified in item A1.
      3. Number of businesses out of compliance by business type as identified in item A1.
      4. Type of violations found including the number of violations by type as identified in the FDEP approved checklist.
      5. Number of businesses brought back to compliance (include any follow-up site visits) by business type as identified in item A1.
      6. Number of businesses referred to the FDEP by business type as identified in item A1.
      7. Time, in hours, required for each inspection by business type as identified in item A1. Include a time for the actual field investigation and a time for preparation and follow-up.

Fifth Service Period

This Agreement may be amended to include projects for the Fifth Service Period if funding is available. The Grant Work Plan and Budget for the Fifth Service Period will be submitted at the time the amendment is requested

BUDGET FOR FOURTH SERVICE PERIOD

Supplies/Other Expenses				
Compliance assistance supplies (stencils, labels, stickers)				$153.31
Justrite Mini-drum safety funnels	16	Unit	$81	$1,296
5-gal. Pail Dolly	16	Unit	$25	$400
Belkin Colling Pads	2	Unit	40	$80
Targus Docking Stations	2	Unit	150	$300
HP Wireless Keyboards	2	Unit	50	$100
Microsoft Wireless Mouse 3500	2	Unit	30	$60
Konica Bizhub printer/scanner	1	Unit	500	$500
Sony H55 14 MP Compact Digital Cameras	2	Unit	250	$500
Supplies/Other Expenses Subtotal				**$3,389.31**
Travel				
Florida NAHAMMA Conference	3	staff	$715.23	$2,145.69
Travel Subtotal				**$2,145.69**
Equipment				
HP Pavillion DV6TSE I-5 -450M Laptop	2	unit	1400	$2,800
Equipment Subtotal				**$2,800**
Miscellaneous				
Training				
Registration for Florida NAHMMA Conference	3	staff	$75	$225
Emergency Response Training (online)	3	Staff	$480	$1,440
Miscellaneous Subtotal				**$ 1,665**
Total				**$10,000**

ATTACHMENT B-2
SECOND REVISED PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address: _____
_____
DEP Agreement No.: S0359
Date Of Request: _____

Task/Deliverable Amount Requested:$ _____

Grantee's Grant Manager:
_____
Payment Request No.: _____

Performance Period: _____

Task/Deliverable No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	$N/A	$N/A	$N/A	$N/A
Fringe Benefits	$N/A	$N/A	$N/A	$N/A
Travel (if authorized)	$	$	$N/A	$N/A
Subcontracting:				
Planning	$N/A	$N/A	$N/A	$N/A
Design	$N/A	$N/A	$N/A	$N/A
Construction	$N/A	$N/A	$N/A	$N/A
Equipment Purchases	$	$	$N/A	$N/A
Supplies/Other Expenses	$	$	$N/A	$N/A
Training	$	$	$N/A	$N/A
Indirect	$N/A	$N/A	$N/A	$N/A
TOTAL AMOUNT	$	$	$N/A	$N/A
TOTAL TASK BUDGET AMOUNT	$		$N/A	
Less Total Cumulative Payments of:	$		$N/A	
TOTAL REMAINING IN TASK	$		$N/A	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
TASK AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
TASK NO.: Enter the number of the task that you are requesting payment for.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for this task during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the invoice period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1893	2007-2008	37.013	Small Quantity Hazardous Waste Generator Grant Program	$15,000.00	050840
Amendment No. 1	Water Quality Assurance Trust Fund, Line Item 1805	2008-2009	37.013	Small Quantity Hazardous Waste Generator Grant Program	$10,000.00	050840
Amendment No. 2	Water Quality Assurance Trust Fund, Line Item 1747	2009-2010	37.013	Small Quantity Hazardous Waste Generator Grant Program	$10,000.00	050840
Amendment No. 4	Water Quality Assurance Trust Fund, Line Item 1820	2010-2011	37.013	Small Quantity Hazardous Waste Generator Grant Program	$10,000.00	050840

Total Award	$45,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

GrATTACHMENT E-1

REVISED CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$_____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____
Signature Date

_____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTAC[illegible]ENT F

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0359
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

January 11, 2011 Regular BOCC Meeting
Agenda Item #35

Title
Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301: Bid 10-429 (Amended)

Amount
N/A

Description
Request Approval of the Finance Report to approve and award Bid 10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301.

Recommendation
Approve the award of Bid 10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301, to V.E.Whitehurst and Sons, Inc., and authorize staff to negotiate a contract.

Alternative(s)
That the Board reject the award of Bid #10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301.

Requested By
Rick Hedrick/Larry M. Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
The recommendation of the Public Works Department is to approve the award of Bid #10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301, to V.E.Whitehurst & Sons, Inc., in the amount of $4,203,517.18 (base bid $3,821,379.25 plus 10% Contingency), as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

Background
On April 19, 2005, the Board of County Commissioners approved a $33 million bond issue from Gas Tax Bond Revenues to fund the resurfacing of roads within Alachua County which included SE CR 325. Project #6361 consists of resurfacing and adding paved shoulders to SE CR 325 from SE CR 346 to US 301. Bid #10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 Avenue was opened November 17, 2010. Public Works staff reviewed the bids and the lowest most responsive and responsible bidder was V. E. Whitehurst & Sons, Inc with an amount of $4,203,517.18.

Issues
Maintenance of County Roadway Infrastructure; Rejecting this Bid will inhibit the Department's ability to serve Alachua County

Residents.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 10429fr.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

December 6, 2010

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: Bid #10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301

Deadline for Receipt of Bids:	2:00 pm, Wednesday, November 17, 2010
Advertisement Dates:	October 8, 2010 and October 13, 2010
Notifications sent to:	728 Vendors
Solicitations Requested by:	48 Vendors
Bid(s) Received From:	5 Vendors

Firms:	**Bid Amount**	**10% Contingency**
Anderson Columbia Company, Inc Ocala, FL	$4,019,305.93	$4,421,236.52
APAC-Southeast, Inc. Jacksonville, FL	$5,025,093.72	$5,527,603.09
D.A.B. Constructors, Inc. Inglis, FL	$4,694,444.22	$5,163,888.64
John C. Hipp Construction Equipment Company Alachua, FL	$4,402,589.40	$4,842,848.34
V.E. Whitehurst & Sons, Inc. Williston, FL	$3,821,379.25	$4,203,517.18

Administrative Recommendation:

The recommendation of the Public Works Department is to approve the award of Bid #10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301, to V.E. Whitehurst & Sons, Inc., in the amount of $4,203,517.18 (base bid $3,821,379.25 plus 10% Contingency), as the lowest responsive and responsible bidder meeting specifications and authorize the chairperson to sign the contract.

APPROVED THIS 11th DAY OF January, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS:mm

January 11, 2011 Regular BOCC Meeting
Agenda Item #36

Title
Meridian Behavioral Health Care, Inc. Agreement(Amended) (Amended)

Amount
$900,000.00

Description
The Agreement allows for the payment of residential treatment services to be provided by Meridian to criminal justice clients of the Department of Court Services diagnosed with co-occurring mental health and substance abuse disorders. The services are funded by a $900,000, two year Department of Justice grant.

Recommendation
Authorize the Chair to sign the Agreement to allow for the payment of residential treatment services to be provided by Meridian to criminal justice clients of the Department of Court Services.

Alternative(s)
Do not authorize the Chair to sign and return the grant funds to the Department of Justice.

Requested By
Jim Santangelo

Originating Department
Court Services

Attachment(s) Description
Agreement requiring signature.

Documents Requiring Action
Two (2) copies of the Agreement for sevices.

Executive Summary
This agreement will allow Court Services to divert individuals with co-occurring disorders from the jail into residential treatment beds at Meridian Behavioral Health Care. This population has frequent jail admissions and uses a great many jail bed days at great expense to the community. By diverting them into residential treatment followed by community supervision it will be possible to reduce the high levels of recidivism experienced by this population, thus resulting in long term criminal justice savings.

Background
On 08 September 2010, Alachua Count was awarded a $900,000 Department of Justice (DOJ) grant to divert individuals with co-occurring disorders from jail to residential treatment. The BOCC accepted the award on 12 October 2010 and Meridian Behavioral Health Care has agreed to provide the required residential services. The attached Agreement will allow for those services to begin.

Issues
The DOJ grant brings a total of $900,000 to the Count with no required matching funds. The grant runs for two (2) years and will provide twelve (12) dedicated residential treatment beds at Meridian for the diversion of individuals diagnosed with co-occurring

disorders from jail. There is an acute shortage of residential beds in our local continuum of care resulting in long waiting lists that often result in individuals spending long periods of time in jail awaiting a bed. These twelve (12) targeted criminal justice beds will significantly reduce those waiting list and have a positive impact on jail population relative to this group of individuals.

Fiscal Recommendation
Authorize the Chair to sign the Agreement for Services.

Fiscal Alternative(s)
Do not authorize the Chair to sign the Agreement for Services and return the funds to DOJ.

Funding Sources
Department of Justice grant

Account Code(s)
224-3690-569.34.10

Attachment: Meridian No Wrong Door Grant Final.pdf

V
Rz

AGREEMENT

This Agreement is entered into this 11th day of January, 2011, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Meridian Behavioral Health Care, Inc. doing business at 4300 SW 13th Street, Gainesville, Florida 32608, hereinafter referred to as "Meridian";

WITNESSETH:

WHEREAS, the County was awarded Department of Justice "No Wrong Door Grant" #2010-DD-BX-0719 for the provision of residential services,

WHEREAS, the County wishes to obtain behavioral health care services to fulfill requirements of this Grant; and,

WHEREAS, the County has determined Meridian to be qualified to perform said behavioral health care services,

WHEREAS, Meridian is willing and able to perform such behavioral health care services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term - This Agreement is effective beginning January 1, 2011 and continuing through December 31, 2012 unless earlier terminated as provided herein. The County has the ability to renew this Agreement for additional periods under the terms and specifications

contained herein contingent upon availability of grant funding. It is understood that the funds for this Agreement originate with the Grant to Alachua County from the Department of Justice and are subject to the terms of the Grant.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners and funding under the Grant. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. Duties of Meridian - Meridian shall have and perform the following duties, obligations, and responsibilities to the County:

The Department of Court Services will refer individuals (clients) to Meridian to determine the need for residential treatment services. Meridian will provide treatment services for clients with co-occurring mental health and/or substance abuse disorders. These services will assist clients in stabilizing their mental health and substance abuse symptoms and in dealing with their criminal justice issues. Specific services will include: assessment, treatment planning, individual and group therapy, continuing care services as well as referrals for ancillary services such as housing, employment, educational and benefit resources.

Clients referred to Meridian for evaluation and treatment will sign a Release of Information allowing Meridian and Court Services personnel to exchange information about evaluation results, treatment progress, treatment compliance, and discharge status. Meridian will comply with all applicable requirements for a sub-grantee under the Grant.

3. Method of Payment - For all services actually, timely and faithfully performed, Meridian will be paid as follows:

A. The total amount paid under this Agreement shall not exceed four-hundred-fifty-thousand dollars ($450,000) for each 12 month term of the Agreement for

residential treatment services.

B. Meridian shall be paid twelve (12) equal payments of thirty-seven-thousand-five-hundred dollars ($37,500) in each year of the contract for services provided. As a condition precedent for any payment, Meridian shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. Meridian's invoice shall describe with reasonable particularity each service rendered, the date thereof, the unique identifier of the person receiving the services and the person(s) rendering such service. Meridian's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of a designated Meridian official, which signature shall constitute Meridian's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Meridian covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Meridian that payment of any portion thereof should be withheld. Meridian shall submit invoices to the County at the following address:

Director
Department of Court Services
14 NE 1st Street
Gainesville, FL 32601

C. The County shall make payment to Meridian, for all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Local Government Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Meridian Behavioral Healthcare, Inc
Fiscal Department
4300 SW 13th St.
Gainesville, FL 32608

4. Duties of the County - The County shall have and perform the following duties,

obligations, and responsibilities to Meridian:

A. Court Services shall refer identified individuals (clients) for evaluation.

5. Personnel - Meridian shall assign only qualified personnel to perform any service required under this Agreement. Psychiatric services under this Agreement must be provided by licensed psychiatrists.

6. Notice - Except as otherwise provided in this Agreement, notice of default or Termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. For purposes of all notices,

Contractor's and County representative are:

County: Jim Santangelo
Interim Director
Department of Court Services
14 NE 1st Street
Gainesville, FL 32601

Meridian: Dr. Margarita Labarta, Ph.D. or Richard V. Anderson, MHS, CAP
Meridian Behavioral Healthcare
4300 SW 13th Street
Gainesville, FL 32608

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
Attn: Contracts

7. Default and Termination - The failure of Meridian to comply with any provision of this Agreement will place Meridian in default. Prior to terminating the Agreement, the County will notify Meridian in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give Meridian seven (7) days to cure the default. The Director of Court Services is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to Meridian.

The County may terminate the Agreement without cause by first providing at least twenty four (24) hours written notice to Meridian prior to the termination date. The CountyManager is authorized to provide written notice of termination on behalf of the County.

If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours notice in writing to Meridian. The County will be the final authority as to the availability of funds. The County will pay Meridian for all work completed prior to any notice of termination.

8. Project Records - For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, Meridian shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Meridian's possession relating to the contract. Additionally, Meridian shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this Agreement or license, Meridian may claim that some or all of Meridian's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Meridian in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Meridian shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by Meridian as "Confidential Information" or "CI".

The County shall promptly notify Meridian in writing of any request received by the County for disclosure of Meridian's Confidential Information and Meridian may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Meridian shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Meridian shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Meridian's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Meridian shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this

Agreement or license, the provisions of this paragraph shall continue to survive. Meridian releases County from claims or damages related to disclosure by County.

9. Laws & Regulations - Meridian will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. Meridian is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If Meridian is not familiar with, federal, state and local laws, ordinances, code rules and regulations, Meridian remains liable for any violation and all subsequent damages or fines.

10. Indemnification - Meridian agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. Meridian further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Meridian agrees that indemnification of the County shall extend to any and all work performed by Meridian, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be

limited in any nature whatsoever by any limitation on the amount or type of Meridian's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and Meridian.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

11. Health Insurance Portability and Accountability Act (HIPAA) – The County acknowledges that it is a covered component of a hybrid entity as provided by HIPAA. Meridian acknowledges that they are a covered entity under HIPAA. Meridian is acting as a business associate of the County. Both parties agree to the terms and conditions of Attachment A – Business Associate Agreement.

12. Insurance - Meridian will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment B.

13. Assignment of Interest - Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

14. Successors and Assigns - The County and Meridian each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

15. Independent Contractor - In the performance of this Agreement, Meridian is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Meridian is solely responsible for the means, method, technique, sequence, and procedure utilized by Meridian in the full performance of the Agreement.

16. Collusion - By signing this Agreement, Meridian declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

17. Conflict of Interest - Meridian warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. Meridian shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

18. Third Party Beneficiaries - This Agreement does not create any relationship with, or any rights in favor of, any third party.

19. Severability - If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

20. Non Waiver - The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

21. Governing Law and Venue - This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

22. Attachments - All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

23. Amendments - The parties may amend this Agreement only by mutual written Agreement of the parties.

24. Captions and Section Headings - Captions and section headings used herein are

for convenience only and shall not be used in construing this Agreement.

25. Construction - This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

26. Counterparts – This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

27. Entire Agreement - This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Lee Pinkoson, Chair BOCC

APPROVED AS TO FORM:

ATTEST:
J. K. IRBY, CLERK

_____
Alachua County Attorney's Office

MERIDIAN BEHAVIORAL HEALTH CARE, INC.

BY: _____

Margarita Labarta
PRINT/TYPE:

President / CEO
TITLE:

ATTACHMENT A

ALACHUA COUNTY
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information ("Protected Health Information", or "PHI")obtained, created or maintained by certain entities, including healthcare TPAs (the "HIPAA Privacy Rule"); and

WHEREAS, Meridian and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the County pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the HIPAA Privacy Rule requires that the County and Meridian execute this Addendum in order to protect the privacy of PHI;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. **Use and Disclosure of PHI to Provide Services**. Meridian will not use or further disclose PHI (as such term is defined in the HIPAA Privacy Rule) other than as permitted or required by the terms of the Services Agreement or as required by law. Except as otherwise provided in this document, Meridian may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Addendum are prohibited.

2. **Additional Meridian Activities**. Except as otherwise provided in this Addendum, Meridian may also:

   2.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of Meridian, provided that such uses are permitted under state and federal confidentiality laws.

   2.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of Meridian. Meridian represents to County that (i) any disclosure it makes will be permitted under applicable laws, and (ii) Meridian will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted

under the HIPAA Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Addendum, and that such person will notify Meridian of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3 To bring together the County's PHI in Meridian's possession with the PHI of other covered entities that Meridian has in its possession through its capacity as a Meridian to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the County with data analyses relating to its Healthcare Operations, as such term is defined in the HIPAA Privacy Rule. Meridian will not disclose the PHI obtained from County to another covered entity without written authorization from the County.

2.4 De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 42 C.F.R. § 164.514(b) and that Meridian maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Addendum.

3. **Meridian Covenants**. Meridian agrees to:

3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;

3.2 Not to use or further disclose PHI except as permitted under this Addendum, the HIPAA Privacy Rule, and applicable State law, each as amended from time to time;

3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Addendum;

3.4 Report to the County any use or disclosure of the PHI not permitted by this Addendum within five (5) days of Meridian becoming aware of such use or disclosure;

3.5 In conjunction with the requirements of **Section 2.2**, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by Meridian on behalf of the County agree to the same restrictions and conditions that apply to Meridian with respect to the PHI;

3.6 Within ten (10) days of a request by County, report to County all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the HIPAA Privacy Rule. The report to the

County shall identify: (i) the subject of the PHI (i.e., patient name or identifier), (ii) the PHI disclosed, and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. § 164.528;

3.7 Maintain the integrity of any PHI transmitted by or received from County;

3.8 Comply with County policies and procedures with respect to the privacy and security of PHI and other County records, as well as policies and procedures with respect to access and use of County's equipment and facilities;

3.9 Provide the rights of access, amendment, and accounting as set forth in **Sections 5, 6** and **7**.

4. **County Covenants**. The County agrees to notify Meridian of material limitations to the consents or authorizations that have been obtained by the County from their patients, clients or employees and any other restrictions on the use or disclosure of PHI as agreed to by the County.

5. **Access to PHI**. Within five (5) days of a request by the County for access to PHI about a patient, client or employee contained in a Designated Record Set, as such term is defined in the HIPAA Privacy Rule, Meridian shall make available to the County, or the patient, client or employee to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from Meridian, Meridian shall, within five (5) days, forward such request to the County. Any denials of access to the PHI requested shall be the responsibility of the County.

6. **Amendment of PHI**. Within ten (10) days of receipt of a request from the County for the amendment of a patient's, client's or employee's PHI or a record contained in a Designated Record Set Meridian shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that the County has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by Meridian or others to the loss of the individual who is the subject of the PHI to be amended. The obligation in this **Section 6** shall apply only for so long as the PHI is maintained by Meridian in a Designated Record Set.

7. **Accounting for Disclosures of PHI**. Within thirty (30) days of notice by the County to Meridian that it has received a request for an accounting of disclosures of PHI regarding an individual, Meridian shall make available to the County such information as is in Meridian's possession and is required for the County to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to

Meridian, Meridian shall, within five (5) days, forward the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested.

8. **Access to Books and Records Regarding PHI**. Meridian will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Meridian on behalf of, the County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the County's compliance with the HIPAA Privacy Rule.

9. **Disposition of PHI upon Termination**. Meridian will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by Meridian on behalf of, the County which Meridian and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, Meridian will notify the County of such event in writing, and will therefore extend the protections of this Addendum to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. **Representations and Warranties**

10.1 Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

(a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Addendum and to perform its obligations described in this Addendum, and that the performance by it of its obligations under this Addendum have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) that neither the execution of the Services Agreement, including this Addendum, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.

(c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Addendum are or shall be appropriately informed of the terms of this Addendum and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Addendum.

(d) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Addendum.

11. **Term**. Unless otherwise terminated as provided in Section 12, this Addendum shall become effective on the Effective Date of the Services Agreement and shall have a term that shall run concurrently with that of the Services Agreement.

12. **Termination and Survival of Certain Provisions**

12.1 Generally. This Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Addendum shall survive such expiration or termination, as provided herein.

12.2 Termination by the County. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may immediately terminate this Addendum, the Services Agreement and any related agreements if the County makes the determination that Meridian has breached a material term of this Addendum. Alternatively, and in the sole discretion of the County, the County may choose to provide Meridian with written notice of the existence of the breach and provide Meridian with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Meridian shall cure said breach to the satisfaction of the County within an additional fifteen (15) days. Failure by Meridian to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the County. If termination is not feasible, County has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.

12.3 Termination by Meridian. If Meridian determines that the County has breached a material term of this Addendum, then Meridian shall provide the County with written notice of the existence of the breach and shall provide the County with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, the County shall cure said breach to the satisfaction of Meridian within an additional fifteen (15) days. Failure by the County to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Meridian.

Effect of Termination. Upon termination pursuant to Section 12, Meridian agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Meridian further agrees to recover any PHI in the possession of its subcontractors or agents.

If it is not feasible for Meridian to return or destroy all PHI, Meridian will notify the County in writing. Such notification shall include: (i) a statement that Meridian has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. Meridian further agrees to extend any and all protections, limitations and restrictions contained in this Addendum to the Late fees or interest on unpaid claims that are in accordance with the provisions of §218 Part VII, Florida Statutes (Local Government Prompt Pay Act" and the Alachua County Prompt Pay Procedures that are incurred due to actions of the County shall be paid by Meridian and reimbursed by the County.

13. Meridian's use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible. If it is not feasible for Meridian to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Meridian must provide a written explanation to the County and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Addendum to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

ATTACHMENT B

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and

completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County

D All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

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January 11, 2011 Regular BOCC Meeting
Agenda Item #37

Title
Minutes from Community Services Functional Group's (CSG) (Amended)

Amount
N/A

Description
Minutes from Community Services Functional Group's (CSG) meetings, 1/7/10, 2/4/10, 3/4/10, 4/8/10, 6/3/10, 7/22/10, and 9/9/10. The Community Services Functional Group has approved all of the minutes

Recommendation
Approve minutes for Community Services Functional Group's (CSG) meetings 1/7/10, 2/4/10, 3/4/10, 4/8/10, 6/3/10, 7/22/10, and 9/9/10.

Alternative(s)
Do not approve minutes for Community Services Functional Group's (CSG) meetings 1/7/10, 2/4/10, 3/4/10, 4/8/10, 6/3/10, 7/22/10, and 9/9/10.

Requested By
Elmira K Warren/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Minutes from the Community Services Functional Group's (CSG) meetings 1/7/10, 2/4/10, 3/4/10, 4/8/10, 6/3/10, 7/22/10, and 9/9/10.

Documents Requiring Action
N/A

Executive Summary
Minutes from Community Services Functional Group's (CSG) meetings, 1/7/10, 2/4/10, 3/4/10, 4/8/10, 6/3/10, 7/22/10, and 9/9/10. The Community Services Functional Group has approved all of the minutes.

Background
Community Services Functional Group (CSG) meets to discuss BoCC Assignment, Aligning for Success, County objectives, goals and other matters.

Issues
Community Services Functional Group (CSG) minutes are required to be approved by BoCC

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: CSG Minutes9 9 10.pdf
Attachment: CSG Agenda 9 9 10.pdf
Attachment: CSG Agenda7 22 10.pdf
Attachment: CSG Minutes7 22 10.pdf
Attachment: CSG Agenda 6 3 10.pdf
Attachment: CSG Minutes 3 4 10.pdf
Attachment: CSG Agenda 2 4 10.pdf
Attachment: csg minutes 6 3 10.pdf
Attachment: CSG Minutes 4 8 10.pdf
Attachment: CSG Agenda 3 4 10.pdf
Attachment: CSG Minutes 2 4 10.pdf
Attachment: CSG Agenda 1 7 10.pdf
Attachment: 1710 csg minutes.pdf
Attachment: CSG Agenda 4 8 10.pdf

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING

Community Support Services
Conference Room A

Thursday January 7, 2010 @ 3:30 p.m.

AGENDA

1. **Approval of the Agenda:** (Group Members)
2. **Approval of CSG Meeting Minutes:** November 5, 2009 (Group Members)
3. **Status Reports on BoCC Summary of Assignments :** Nov. 10, Nov. 24 and Dec. 8, 2009 - Elmira Warren
4. **Review of the January 12, 2010 CSG BoCC Agenda Items:** Elmira Warren
5. **Action Items:**
   a Community Health Element Comp Plan Evaluation and Appraisal Report (EAR) - Kathleen Pagan
   b Review of Guiding Vision/Strategic Plan - Donna Bradbrook
   c Potential Alachua County Housing Finance Authority Housing Programs: Down Payment Assistance and Emergency Home Repairs - Tom Webster
6. **Presentations:**
7. **Roundtable Discussion:** Group Members
8. **Adjournment:** Next Meeting February 4, 2010, **3:30** p.m. in the Community Support Services, Conference Room A

Group Mission Statement

To continually align excellent customer service strategies with Alachua County's statement of values and vision.

MINUTES
COMMUNITY SERVICES GROUP MEETING
Community Support Services Conference Room A @ 3:30
January 7, 2010

✓ = Members In Attendance		A= Member was Absent		R = Members sent a representative			
✓	Donna Bradbrook	A	Dave Huckstep	✓	Shail Ramcharan	A	Susannah Causier(liaison)
✓	Commissioner Chestnut	A	Will May	A	Kurt Seaburg	A	Bill Harlan(liaison)
✓	Karen Deeter	✓	Cyndi Morton	A	Elmira Warren	A	Brent Messer(liaison)
✓	Dave Flagler	A	Jean Munden	✓	Thomas Webster	A	John Valinski(liaison)
				✓	Cathie Whitney (staff)	A	Ken Zeichner(liaison)
Candie Nixon, CSS Social Services				Stuart Wegener, Court Services			
Michelle Banfield, CSS Social Services				Kathleen Pagan, Growth Management			

1. Approval of the Agenda:
   A. CSG members approved the January 7, 2010 agenda with one change, action item B Review of Guiding Vision/Strategic Plan - Donna Bradbrook will be deferred to the Feb. 4, 2010 meeting.

2. Approval of the CSG Meeting Minutes:
   A. CSG members approved November 5, 2009 CSG minutes.

3. Review of the CSG BoCC Agenda Items:
   A. CSG members reviewed and discussed the November 12, 2009 BoCC draft agenda.

4. Status Reports BoCC Summary of Assignments:
   A. CSG members reviewed and discussed Nov. 10, Nov. 24 and Dec. 8, 2009 - - Summary of Assignments.
      i. Cathie will confirm with Elmira that the following assignments on the 11/24/09 Summary of Assignments are completed:
         a. Under closing comment from the Public under "One Stop Center for Homelessness and presentation by Jane Moraski, Project Grace"....Approve as recommended; share analysis with the City of Gainesville break out operational expenses, suggest an update from Fred Murry
         b. Commissioners Comment on the 11/24/09 Summary of Assignments "Refer Tower Oaks after school program issue to staff to research".

5. Action Item:
   A. Kathleen Pagan presented, discussed and requested feedback on the Community Health Element Comp Plan Evaluation and Appraisal Report (EAR)
      i. The new Community Health Element initial priorities are as follows:
         a. Improved access and affordability to a comprehensive array of care including primary medical care, specialty care, hospital care, dental care and behavioral health care;
         b. Elimination of preventable chronic illness;
         c. Reduction of obesity among adults and children;
         d. Coordination among local health systems and entities;
         e. Enhancement of school-based health promotion and activities;
         f. Sensitivity to needs of special populations and those populations affected by health disparities; and integrate the issue as appropriate with other pertinent elements of the Comprehensive Plan.

ii. Suggestions from CSG members were:
   a. Cyndi would like to see the Comp Plan support zoning for behavioral health buildings
   b. Commissioner Chestnut suggested reviewing Community Support Services Health and Human Services Master Plan and contacting the Library District regarding the Neighborhood Resource Center
   c. Elmira will e-mail Kathleen regarding section Objective 3.1: Collaboration for System Development - [Need to add Policies….]Policy re: Community Health Task Force [coordinate w/Elmira Warren] Policy re: Clinics providing OB/Gyn services shall be co-located with Well Child medical services Care and Social Services offices.

iii. Email any future suggestion to Kathleen Pagan.

B. Tom Webster presented the Potential Alachua County Housing Finance Authority Housing Programs: Down Payment Assistance and Emergency Home Repairs

i. The Housing Programs staff at the Department of Growth Management has assumed the responsibility of staffing the Alachua County Housing Finance Authority. The Housing Finance Authority primarily issues single family and multi-family mortgage revenue bonds for affordable housing. Through this process, developers pay annual administration fees to the Housing Finance Authority. These funds are available for affordable housing related expenditures. The Housing Finance Authority voted to use those funds to implement two programs: Emergency Home Repair Program for extremely low income and very low-income families and a limited Down Payment Assistance Program for very low and low-income households. As SHIP funds were cut by 82% in SFY 2009-2010, these funds are needed to continue to provide housing assistance to low income families in Alachua County.

6. Roundtable Discussion:

A. Commissioner Chestnut reminded everyone that tomorrow there would be a Healthy Communities Dialogue focusing on childhood obesity at the Health Department Auditorium from 10:00 – 12:00

B. Shail announced her last day with Alachua County would be Jan 15, anyone needing information regarding PPC should contact Minnie Rolark

C. Cyndi introduced Stuart Wegener, Criminal Justice Diversion Resource Coordinator, Court Services

   i. Commissioner Chestnut suggested Stuart would be a valuable resource for CSS due to his background in health care.

D. Tom Webster is applying for a CBG Disaster Recovery Grant for areas that were impacted by hurricane Fay. Archer and Newberry could use the funds to deal with storm water issues that occurred during Fay.

7. Adjournment: 4:45pm

8. Next meeting Thursday February 4, 2010, at 3:30 pm in the Community Support Services, Conference Room A.

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING

Community Support Services
Conference Room A

Thursday February 4, 2010 @ 3:30 p.m.

AGENDA

1. **Approval of the Agenda:** (Group Members)

2. **Approval of CSG Meeting Minutes:** January 7, 2010 (Group Members)

3. **Status Reports on BoCC Summary of Assignments :** January 12 and 26, 2010- Elmira Warren

4. **Review of the February 9, 2010 CSG BoCC Agenda Items:** Elmira Warren

5. **Action Items:**
   a Request from RTS for Alachua County's concurrence for RTS to apply for 5311 Grant Funding
   b Review of Guiding Vision/Strategic Plan - Donna Bradbrook

6. **Presentations:**

7. **Roundtable Discussion:** Group Members

8. **Adjournment:** Next Meeting March 4, 2010, **3:30** p.m. in the Community Support Services, Conference Room A

Group Mission Statement

To continually align excellent customer service strategies with Alachua County's statement of values and vision.

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING
Community Support Services Conference Room A
Thursday February 4, 2010 @ 3:30 PM
MINUTES

√ = Members in Attendance		A=Member was Absent			R= Members sent a representative		
√	Donna Bradbrook	A	Dave Huckstep	A	Kurt Seaburg	A	Susannah Causier (liaison)
A	Commissioner Chestnut	A	Ed Bailey	√	Elmira Warren	√	Bill Harlan (liaison)
R	Karen Deeter	√	Cyndi Morton	√	Thomas Webster	√	Brent Messer (liaison)
√	Dave Flagler	A	Jean Munden	R	Cathie Whitney (staff)	A	John Valinski (liaison)
						A	Ken Zeichner (liaison)
Millie Crawford, RTS				Bonnie Hinson, CSS Administrative Program Manager			
Michael Fay, Public Works				Traci Bacom, CSS Administrative Support			
Sally Palmi, Public Works				Jesus Gomez, RTS Director			
Ron Bishop, Public Works							

1. Approval of the Agenda
   A. CSG members approved the February 4, 2010 agenda.

2. Approval of the GSG Meeting Minutes:
   A. CSG members approved the January 7, 2010 minutes.

3. Status Reports on BoCC Summary of Assignments:
   A. CSG members reviewed and discussed the January 12 and 26, 2010 -- Summary of Assignments. No follow up is needed for either.

4. Review of February 9, 2010 CSG BoCC Agenda Items:
   A. #38 Solid Waste - Authorization to advertise public hearing on solid waste ordinance. The meeting mostly addressed housekeeping issues for language also, some additional language making more stringent requirements for the multifamily units.

   B. #39 – Per Tom Webster of Growth Management this topic was discussed at last month's meeting. They will be requesting approval by the board to use the fees from the Housing Finance Authority for an emergency repair program and down payment systems, since the SHIP program is out of funds. This year SHIP received drastic cuts from 1.2 million to $192,000.

5. Actions Item:
   A. Millie Crawford from RTS presented, discussed and requested feedback on the Request from RTS for Alachua County's concurrence for RTS to apply for 5311 Grant Funding.
      i. The RTS application for the FDOT 5311 Grant initial priorities are as follows:
         a. To establish a new direct Route 23 which would provide transportation from Santa Fe College to Tower Road. This new route would cut the travel time down from 2 ½ to 3 hours to 1 hour. This route could be

utilized by low income citizens who use the Santa Fe Dental College for services.
b. They would use funds for driver pay, fuel and insurance.
c. They would provide trips for those who do not follow within the TD (Transportation Disadvantage) income guidelines.
d. RTS is optimistic that Santa Fe will get legislative approval for a $6 per credit hour fee to go towards bus services, similar to the UF agreement.

ii. Suggestions from CSG members were:
a. Have a PowerPoint presentation which includes maps ready to be submitted in advance for the meeting on the 23rd.
b. Prepare a scenario for the BoCC regarding concerns about what would happen if the Grant went away.
c. Have a support letter written up prior to the meeting to be approved by the BoCC.
d. Talk to Dave Wagner to see if there is already a local agreement.

iii. Consensus of CSG: They will support RTS's request for support from the BoCC.

B. Donna Bradbrook presented the Review of Guiding Vision/Strategic Plan.
i. During the budget process in July-Sept the BoCC approved the budget document. This included the revised Guiding Vision statement. There have been minor modifications to the existing 15 paragraphs in that statement and 3 paragraphs have been added. These 3 paragraphs include: Government type issues, fiscal considerations, quality work force and energy conservation considerations.
ii. CSG will need to revise and update as appropriate the desired outcomes. There are approximately 8 or 9 dealing with CSG Health & Human Services and Public Safety, with one new one "Creating Job Opportunities" which is being considered under Poverty Reduction.
iii. It was decided that at the end of each monthly meeting, beginning with the March meeting, a group of desired outcomes will be discussed. The topics will be announced prior to the meeting in order to give members advanced notice. Information will be on the Aligning for Success SharePoint sight.

6. Presentations – None

7. Roundtable Discussion
A. Cyndi Morton, of Court Services wanted to make CSG aware of a proposed legislation which will prohibit release to a pretrial service agency to anyone who has every failed to appear in court.

8. Adjournment 4:21 PM

9. Next meeting Thursday, March 4, 2010, at 3:30 PM in the Community Support Services Conference Room A.

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING

Community Support Services
Conference Room A

Thursday March 4, 2010 @ 3:30 p.m.

AGENDA

1. **Approval of the Agenda:** (Group Members)
2. **Approval of CSG Meeting Minutes:** February 4, 2010 (Group Members)
3. **Status Reports on BoCC Summary of Assignments :** February 9 and 23, 2010- Elmira Warren
4. **Review of the March 9, 2010 CSG BoCC Agenda Items:** Elmira Warren
5. **Action Items:**
   - a Authorization to Advertise the Annual Full Cost Accounting Report for Solid Waste – Milton Towns
   - b Draft 2008 Alachua County Government Greenhouse Gas Inventory - Michael Lagasse and John Mousa
   - c CSG Desired Outcomes starting with
     - iA. Foster volunteerism and partnerships
     - iiA. Improve overall health of the community
     - iiiA. Reduce Poverty.
6. **Presentations:**
7. **Roundtable Discussion:** Group Members
8. **Adjournment:** Next Meeting April 1, 2010, **3:30** p.m. in the Community Support Services, Conference Room A

Group Mission Statement

To continually align excellent customer service strategies with Alachua County's statement of values and vision.

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING
Community Support Services Conference Room A
Thursday March 4, 2010 @ 3:30 PM
MINUTES

√ = Members in Attendance		A=Member was Absent			R= Members sent a representative		
√	Donna Bradbrook	A	Dave Huckstep	A	Kurt Seaburg	A	Susannah Causier (liaison)
A	Commissioner Chestnut	A	Ed Bailey	√	Elmira Warren	A	Bill Harlan (liaison)
R	Karen Deeter	R	Cyndi Morton	√	Thomas Webster	A	Brent Messer (liaison)
√	Dave Flagler	A	Jean Munden	√	Cathie Whitney (staff)	A	John Valinski (liaison)
						A	Ken Zeichner (liaison)

Milton Towns- Representing Karen Deeter	Jim Santangelo – representing Cyndi Morton
Michael Lagasse - EPD	Mary Ulseth- Waste Collection
John Mousa - EPD	

1. Approval of the Agenda
   a. CSG members approved the March 4, 2010 agenda.

2. Approval of the CSG Meeting Minutes:
   a. CSG members approved the February 4, 2010 minutes.

3. Status Reports on BoCC Summary of Assignments:
   a. CSG members reviewed and discussed the February 9 and 23, 2010 -- Summary of Assignments. No follow up is needed for either.

4. Reviewed and discussed the March 9, 2010 CSG BoCC Agenda Items:
   a. No follow up is needed

5. Actions Item:
   a. CSG members approved Milton Towns going to the BoCC with the eagenda item to request Authorization to Advertise the Annual Full Cost Accounting Report for Solid Waste
   b. Draft 2008 Alachua County Government Greenhouse Gas Inventory - Michael Lagasse and John Mousa
      i. John Mousa will send Cathie a copy of the 2008 GHG Inventory Report to post on the CSG SharePoint site
   c. CSG Desired Outcomes - due to time this item was deferred to our next meeting on April 8, 2010

6. Roundtable Discussion
   a. Donna announced that Alachua County will again this year invite citizens to attend "Community Conversations" discussions. To discus and make citizens aware of fiscal restraints and challenges that face our County.. Meeting dates will be posted on the OMB website.

Monday March 29, 2010 Alachua County Health Department 6:00 P.M. to 8:30 P.M.	Saturday April 17, 2010 Tower Road Branch Library 10:00 A.M. to 12:30 P.M	Monday April 19, 2010 Alachua Branch Library 6:00 P.M. to 8:30 P.M.

7. Adjournment 4:50 PM

8. Next meeting Thursday, April 8, 2010, at 3:30 PM in the Community Support Services Conference Room A.

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING

Community Support Services
Conference Room A

Thursday April 8, 2010 @ 3:30 p.m.

AGENDA

1. **Approval of the Agenda:** (Group Members)

2. **Approval of CSG Meeting Minutes:** March 4, 2010 (Group Members)

3. **Status Reports on BoCC Summary of Assignments :** March 9 and 23, 2010- Elmira Warren

4. **Review of the April13, 2010 CSG BoCC Agenda Items:** Elmira Warren

5. **Action Items:**
   - a CSG Desired Outcomes – Donna Bradbrook
     - iA. Foster volunteerism and partnerships
     - iiA. Improve overall health of the community
     - iiiA. Reduce Poverty.
   - b ECSC recommendations assigned to CSG - Sean H. McLendon
   - c Alachua County Garden Proposal- Sean H. McLendon

6. **Presentations:**

7. **Roundtable Discussion:** Group Members

8. **Adjournment:** Next Meeting May 6, 2010, **3:30** p.m. in the Community Support Services, Conference Room A

Group Mission Statement

To continually align excellent customer service strategies with Alachua County's statement of values and vision.

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING
Community Support Services Conference Room A
Thursday April 8, 2010 @ 3:30 PM
MINUTES

√ = Members in Attendance		A=Member was Absent		R= Members sent a representative			
A	Ed Bailey	√	Gerri Crawford	A	Kurt Seaburg	A	Susannah Causier (liaison)
A	Ron Bishop	√	Dave Flagler	√	Elmira Warren	R	Graham Peel (liaison)
√	Donna Bradbrook	A	Dave Huckstep	A	Thomas Webster	A	Bill Harlan (liaison)
A	Commissioner Chestnut	A	Jean Munden	√	Cathie Whitney (staff)	A	John Valinski (liaison)
						A	Ken Zeichner (liaison)
Jolinda Lee representing Graham Peel							
Sean McLendon							

1. Approval of the Agenda
   A. CSG members approved the April 8, 2010 agenda.

2. Approval of the CSG Meeting Minutes:
   A. CSG members approved the March 4, 2010 minutes.

3. Status Reports on BoCC Summary of Assignments:
   A. CSG members reviewed and discussed the March 9 and 23, 2010
      a. March 9, 2010
         I. Elmira will follow-up on the :
            i. Refer Salvation Army request for letter of support for Prairie View Project to Office of Homelessness for comment – Elmira Warren
            ii. Telemedicine and jails - Westchester County, NY and NACO – Cyndi Morton
      b. March 23,
         I. Elmira will follow-up with Chief Bailey regarding letter to High Springs Fire/Rescue Services Contract

4. Reviewed and discussed the April 23, 2010 CSG BoCC Agenda Items:
   A. No follow up is needed

5. Actions Item:
   A. Sean presented the ECSC recommendations assigned to CSG to the group. CSG members who are to act a recommendation champions are required to updates ECSC items for a report back to the Board. The CSG Champions were asked to consider the following points when analyzing the recommendations:
      a. Is the recommendation embedded in an existing program or underway now? What has happened with this recommendation (if it is being addressed)?
      b. Are there implications to the recommendations in terms of conflicts with existing policies (or other recommendations? And if there are conflicts, can the spirit of the recommendation be achieved through some other mechanism or policy adjustment?
      c. What is the best forum(s) to work on this issue?
      d. What are the potential financial impacts of these recommendations?
   B. When CSG members have updates they should be sent to Cathie and she will forward

to Sean.

C. Sean discussed the idea of creating an edible garden near the Administrative Building. This garden would be funded in partnership with the Downtown Rotary Club, Florida Organic Growers, and the Alachua County Sustainability Program.

D. Donna demonstrated OMB's Audience Response Technology. This technology will be used at this year's Community Conversations. OMB has 50 clickers and is willing to let other Departments borrow the technology. Please contact Donna if your Department would like to borrow. Software is free and can be downloaded at the site below. The website for more information is www.turningtechnologies.com

   a. The CSG Desired Outcomes, Foster Volunteerism and Partnerships, Improve Overall Health of the Community, and Reduce Poverty. was deferred due to lack of adequate attendance.

6. Roundtable Discussion

   A. Donna discussed the Community Conversations 2010 meetings. These meetings will include a Commissioner, County Manager and OMB staff and they will present and discuss with citizens the County's budget and financial condition

7. Adjournment 4:40 PM
8. Next meeting Thursday, May 6, 2010, at 3:30 PM in the Community Support Services Conference Room A.

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING

Community Support Services
Conference Room A

Thursday June 3, 2010 @ 3:30 p.m.

AGENDA

1. **Approval of the Agenda:** (Group Members)

2. **Approval of CSG Meeting Minutes:** April 8, 2010 (Group Members)

3. **Status Reports on BoCC Summary of Assignments :** April 13, April 27, May 11 and May25, 2010- Elmira Warren

4. **Review of the June 8, 2010 CSG BoCC Agenda Items:** Elmira Warren

5. **Action Items:**
   a CSG Desired Outcomes – Donna Bradbrook
   iA. CSG Members will decided which of the following Desired Outcomes they want to discuss based on who will be able attending this meeting:
      1. Provide for a safe community
      2. Improve the overall health of the community
      3. Foster volunteerism and partnerships
      4. Provide for responsible hazardous waste management & Manage waste responsibly (joint CPG & CSG outcomes)
      5. Increase code compliance
      6. Reduce poverty
      7. Foster an emergency resilient community

6. **Presentations:**

7. **Roundtable Discussion:** Group Members

8. **Adjournment:** Next Meeting July 1, 2010, **3:30** p.m. in the Community Support Services, Conference Room A

Group Mission Statement

To continually align excellent customer service strategies with Alachua County's statement of values and vision.

MINUTES

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING
Community Support Services Conference Room A
Thursday June 3, 2010 @ 3:30 PM

√ = Members in Attendance		A=Member was Absent		R= Members sent a representative			
R	Ed Bailey	A	Dave Flagler	√	Kurt Seaburg		Susannah Causier (liaison)
√	Donna Bradbrook	A	Dave Huckstep	√	Elmira Warren		Graham Peel (liaison)
A	Commissioner Chestnut	A	Thomas Keith	A	Thomas Webster		Bill Harlan (liaison)
R	Gerri Crawford	A	Jean Munden	R	Cathie Whitney (staff)		John Valinski (liaison)
							Ken Zeichner (liaison)

Annette Schwiebert, Court Services	
Brent Waible, Community Support Services	
Jeffery Bielling, Fire Rescue	

1. Approval of the Agenda
   A. CSG members approved the June 3, 2010 agenda.

2. Approval of the GSG Meeting Minutes:
   A. CSG members approved the April 8, 2010 minutes.

3. Status Reports on BoCC Summary of Assignments:
   A. CSG members reviewed and discussed the April 13, April 27, May 11 and May 25, 2010 -- Summary of Assignments.
      a. April 27th- Jeff Bielling will follow up on how the PDRP will be communicated to small businesses.
      b. May 25th- Elmira Warren pointed out that CSG was mistakenly referred to as "SSG."

4. Actions Item:
   A. Donna Bradbrook presented
      a. FY 09-10 Alachua County Commission Guiding Vision Plan.
         b. During the 2009 budget process the BoCC amended the Guiding Vision statement. Minor revisions were made to the existing 15 paragraphs and three paragraphs were added to the end (paragraphs "16- 18"). The three newly added paragraphs address: fiscal considerations, quality work force and energy conservation considerations.

      b. CSG Desired Outcomes
         b. With consensus from CSG members, Donna Bradbrook updated the entry for "foster an emergency resilient community"
            a. All changes were entered directly into SharePoint

c. Due to time constraints, the following will be discussed at the next meeting:
    a. Provide for a safe community
    b. Increase code compliance
    c. Foster an emergency resilient community

5. Roundtable Discussion
    A. Elmira Warren reminded members:
        a. The June 11th BoCC retreat has been canceled.
        b. Randy Reid will present the tentative budget to the BoCC on July 8th @ 1:30pm.

6. Adjournment 4:24 PM

7. Next meeting: Cathie Whitney will schedule and send notices to members.

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING

Community Support Services
Conference Room A

Thursday July 22, 2010 @ 3:30 p.m.

AGENDA

1. **Approval of the Agenda:** (Group Members)

2. **Approval of CSG Meeting Minutes:** June 3, 2010 (Group Members)

3. **Status Reports on BoCC Summary of Assignments :** June 8, June 22, and July 13, 2010- Elmira Warren

4. **Review of the July 27, 2010 CSG BoCC Agenda Items:** July 27 BoCC meeting canceled, Elmira Warren

5. **Action Items:**
   - a Post Disaster Redevelopment Plan - Dave Donnelly
   - b CSG Desired Outcomes – Donna Bradbrook
     - iA. CSG Members will decided which of the following Desired Outcomes they want to discuss based on who will be able attending this meeting:
       1. Provide for a safe community
       2. Increase code compliance
       3. Foster an emergency resilient community

6. **Presentations:**

7. **Roundtable Discussion:** Group Members

8. **Adjournment:** Next Meeting August 5, 2010, **3:30** p.m. in the Community Support Services, Conference Room A

Group Mission Statement

To continually align excellent customer service strategies with Alachua County's statement of values and vision.

MINUTES

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING
Community Support Services Conference Room A
Thursday July 22, 2010 @ 3:30 PM

√ = Members in Attendance		A=Member was Absent		R= Members sent a representative			
A	Ed Bailey	√	Dave Flagler	A	Kurt Seaburg	A	Susannah Causier (liaison)
√	Donna Bradbrook	A	Dave Huckstep	√	Elmira Warren	A	Graham Peel (liaison)
A	Commissioner Chestnut	√	Thomas Keith	A	Thomas Webster	√	Bill Harlan (liaison)
R	Gerri Crawford	A	Jean Munden	R	Cathie Whitney (staff)	A	John Valinski (liaison)
						A	Ken Zeichner (liaison)
Annette Schwiebert, Court Services				Liz Thomas, ITS			
Benny Beckham, Growth Mgmt/Codes Enforcement				Minnie Rolark, CSS Assistant Director			
David Donnelly, EM				Traci Bacom, CSS Administrative Support Staff			
Rick Wolf, Growth Mgmt/Codes Enforcement							

1. Approval of the Agenda
   A. CSG members approved the July 22, 2010 agenda.

2. Approval of the GSG Meeting Minutes:
   A. CSG members approved the June 3, 2010 minutes.

3. Status Reports on BoCC Summary of Assignments:
   A. CSG members reviewed and discussed the June 8, June 22, and July 13, 2010 - - Summary of Assignments. Elmira Warren will follow up on the June 22, Page 5 of 5, Assignment: 2) Refer nursing legislation presented by Kali Blount to Health Advisory Bd for comment/recommendation to BoCC.

4. Review of July 27, 2010 CSG BoCC Agenda Items: July 27 BoCC meeting canceled.

5. Actions Item:
   A. Dave Donnelly from EM presented, discussed and requested feedback on the Post Disaster Redevelopment Plan. Dave discussed the plan then requested feedback on ways to reach some of the business owners and ways to get them on board with the plan. He provided a sample Business Preparedness Survey. Elmira Warren suggested presenting to the CAPP program agencies. Minnie Rolark suggested contacting the Early Learning Coalition, Donna Bradbrook suggested contacting the Alachua County Emerging Leaders.
   B. CSG Desired Outcomes – Donna Bradbrook
      a. With concensus from CSG members, Donna Bradbrook updated the entry "being a disaster resilient community" formally named "foster an emergency resilient community"
         i. All changes were entered directly into SharePoint

b. Due to time constraints, the following will be discussed at the next meeting: Public Safety Core Measures

6. Presentations – None

7. Roundtable Discussion - None

8. Adjournment 5:01 PM

9. Next meeting Thursday, August 5, 2010, at 3:30 PM in the Community Support Services Conference Room A.

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING

Community Support Services
Conference Room A

Thursday Sept. 9, 2010 @ 3:30 p.m.

AGENDA

1. **Approval of the Agenda:** (Group Members)

2. **Approval of CSG Meeting Minutes:** July 22, 2010 (Group Members)

3. **Status Reports on BoCC Summary of Assignments :** August 10, and 24, 2010- Elmira Warren

4. **Review of BoCC CSG Agenda Items:** Sept. 14, 2010 - Elmira Warren

5. **Action Items:**
   - a Post Disaster Redevelopment Plan - Dave Donnelly
   - b CSG Desired Outcomes – Donna Bradbrook
     - iA. CSG Members will decided which of the following Desired Outcomes they want to discuss based on who will be able attending this meeting:
       1. Provide for a safe community
       2. Increase code compliance
       3. Foster an emergency resilient community
   - c New format for CSG Meetings

6. **Presentations:**

7. **Roundtable Discussion:** Group Members

8. **Adjournment:** Next Meeting October 7, 2010, **3:30** p.m. in the Community Support Services, Conference Room A

Group Mission Statement

To continually align excellent customer service strategies with Alachua County's statement of values and vision.

MINUTES

ALACHUA COUNTY
COMMUNITY SERVICES GROUP MEETING
Community Support Services Conference Room A
Thursday September 9, 2010 @ 3:30 PM

√ = Members in Attendance		A=Member was Absent		R= Members sent a representative			
A	Ed Bailey	√	Dave Flagler	A	Kurt Seaburg	A	Susannah Causier (liaison)
√	Donna Bradbrook	A	Dave Huckstep	√	Elmira Warren	A	Graham Peel (liaison)
A	Commissioner Chestnut	√	Thomas Keith	A	Thomas Webster	√	Bill Harlan (liaison)
R	Gerri Crawford	A	Jean Munden	R	Cathie Whitney (staff)	A	John Valinski (liaison)
						A	Ken Zeichner (liaison)

Annette Schwiebert, Court Services	Liz Thomas, ITS
Benny Beckham, Growth Mgmt/Codes Enforcement	Minnie Rolark, CSS Assistant Director
David Donnelly, EM	Traci Bacom, CSS Administrative Support Staff
Rick Wolf, Growth Mgmt/Codes Enforcement	

1. Approval of the Agenda
   A. CSG members approved the September 9, 2010 agenda, with the following changes:
      a. Delete item a (Post Disaster Redevelopment Plan); move item c (New format for CSG Meetings) to a.

2. Approval of the GSG Meeting Minutes:
   A. CSG members approved the July 22, 2010 minutes.

3. Status Reports on BoCC Summary of Assignments:
   A. CSG members reviewed and discussed the August 10, and 24, 2010, Summary of Assignments. No changes were noted.

4. Review of Sept. 14, 2010 CSG BoCC Agenda Items:

5. Actions Item:
   A. Elmira and CSG members discussed new format for CSG meetings:
      a. Each month a different team member will discuss important issues
      b. CSG could do reports to County Manager
      c. County Manager could be invited to CSG meetings
      d. CSG should bring issues of concern to CSG meetings to discuss with members
   B. Next Meeting assignments:
      a. Bring a list of 4 projects for FY10/11 that you and/or directors deem important to next CSG meeting.
         i. Email Cathie a copy of the 4 projects before Monday Oct 4,2010.
      b. Each CSG member should decide which month they would like to present projects to CSG members
      c. Donna will give brief updates of other Functional Groups at CSG meetings. This Item will be added to CSG agenda
   C. CSG members approved Donna Bradbrook scheduling individual Desired Outcome review/edit meetings sometime in Oct. with the following people to discuss specific CSG Desired Outcomes

a. Being a disaster resilient community formally named "foster an emergency resilient community"
    i. Annette Schwiebert, Dave Donnelly, Cheryl Anderson
b. Provide for Safe Community
    i. Annette Schwiebert, Cheryl Anderson, Dave Flagler, Dave Donnelly
c. Manage Waste Responsibility & Provide for responsible hazardous waste management
    i. Thomas Keith, Kurt Seaburg, John Mousa
d. Increase Code Compliance
    i. Benny Beckham, Milton Towns, Rick Wolf, Dave Flagler, Mark Smith, Tom Webster
e. Improve the overall health of the community
    i. Robert Bailey, Jean Munden, Annette Schwiebert, Dave Flagler (cc to all CSG members)
f. Foster volunteerism and partnerships
    i. Minnie Rolark, William Sweet, Dave Flagler, Cyndi Saunders, Annette Schwiebert
g. Reduce Poverty
    i. John Skelly, Minnie Rolark, Larry McDaniels, Rick Drummond, Candie Nixon, William Sweet, Tom Webster
    ii. Court Services (Annette) will provide additional names to be included in each category, as applicable, based upon input from Court Services management team

D. Donna reminded everyone that 4th quarter Gov Max updates are due into Gov Max before Friday, Oct. 15, 2010.
E. Donna asked everyone to review Chapter 2 of the budget book on the internet and bring changes back to CSG – link to budget book below:
http://www.alachuacounty.us/Depts/OMB/Documents/FY2011TentativeAndFY2012PlannedBudget.pdf

6. Presentations – None

7. Roundtable Discussion
    A. Elmira asked that at the next CSG meeting we discuss the impact on our departments from this year's budget reductions
    B. Tom Webster reported that Alachua County has purchased 18 foreclosed homes through the Neighborhood Stabilization Program and anticipates the purchase of two additional properties. Each home is under contract for home repairs and energy efficiency measures. When repairs are complete, nine homes will become available for sale to low to moderate income households and eleven homes will be made available for rent to very low income families. Of these eleven homes, six homes will be transferred to the Alachua County Housing Authority.

8. Adjournment 5:01 PM

9. Next meeting Thursday, October 7, at 3:30 PM in the Community Support Services Conference Room A.

January 11, 2011 Regular BOCC Meeting
Agenda Item #38

Title
Annual Management of the Ball Field Facilities at Jonesville Park: RFP 11-16 Rebid. (Amended)

Amount
N/A

Description
Request approval of the Finance Report to approve the ranking for RFP 11-16 Rebid; Annual Management of the Ball Field Facilities at Jonesville Park.

Recommendation
Approve the Finance Report to rank RFP 11-16 Rebid; Annual Management of the Ball Field Facilities at Jonesville Park and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

Alternative(s)
That the Board reject the ranking of RFP #11-16 Rebid; Annual Management of the Ball Field Facilities at Jonesville Park.

Requested By
Rick Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approves the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached. 1. Gator Baseball Academy 2. Squeekie Klean Landscaping

Background
RFP #11-16 Rebid; Annual Management of the Ball Field Facilities at Jonesville Park was advertised on September 1, 2010 and September 8, 2010. The deadline for receipt of RFP was September 29, 2010. Two (2) vendors responded for RFP #11-16 Rebid; Annual Management of the Ball Field Facilities at Jonesville Park. Gator Baseball Academy Squeekie Klean LandscapingGainesville, FL Reddick, FL

Issues
If not approved the Board will need to provide staff with direction.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
$0.00

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 1116REBID.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

November 30, 2010

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #11-16 Rebid; Annual Management of the Ball Field Facilities at Jonesville Park

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, September 29, 2010
Advertisement Dates:	September 1, 2010 and September 8, 2010
Notifications sent to:	10 Vendors
Solicitations Requested by:	3 Vendors
Responses Received From:	2 Vendors

Firms:

Gator Baseball Academy Gainesville, FL	Squeekie Klean Landscaping Reddick, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board approves the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

1. Gator Baseball Academy
2. Squeekie Klean Landscaping

APPROVED THIS 11 DAY OF January, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS/mm

January 11, 2011 Regular BOCC Meeting
Agenda Item #39

Title
Interfund Loan for Department of Justice (DOJ) Grant to divert individuals with co-occurring disorders from jail to residential treatment (Amended)

Amount
$250,000.00

Description
Approval of the Interfund Loan allows for the payment of residential treatment services to be provided by Meridian Behavioral Health Care for several months until reimbursement from the grant is received. Repayment of the loan will occur at the end of the two year grant.

Recommendation
Approve the Interfund Loan request in the amount of $250,000.00 so that services can begin by Meridian Behavioral Health Care

Alternative(s)
Do not approve this loan and services cannot begin.

Requested By
Jim Santangelo

Originating Department
Court Services

Attachment(s) Description
NA

Documents Requiring Action
NA

Executive Summary
This loan is needed to pay for services until reimbursement is received from the grant and will allow Court Services to divert individuals with co-occurring disorders from the jail into residential treatment beds at Meridian Behavioral Health Care. Contract for these services are on Consent Agenda.

Background
On 08 September 2010, Alachua County was awarded a two year $900,000 Department of Justice (DOJ) grant to divert individuals with co-occurring disorders from jail to residential treatment. The BOCC accepted the award on 12 October 2010 and Meridian Behavioral Health Care has agreed to provide the required residential services. The Agreement for services is on the Consent Agenda for this meeting.

Issues
The DOJ grant brings a total of $900,000 to the County with no required matching funds but will require the $250,000.00 loan to be outstanding for the length of the grant. The grant runs for two (2) years and will provide twelve (12) dedicated residential treatment beds at Meridian for the diversion of individuals diagnosed with co-occurring disorders from jail.

Fiscal Recommendation
Approve the Interfund Loan in the amount of $250,000.00

Fiscal Alternative(s)
Do not approve the loan

Funding Sources
General Fund

Account Code(s)
224-3690-569.34.10

January 11, 2011 Regular BOCC Meeting
Agenda Item #40

Title
ACORN CLINIC: 2010-11 Alachua County Organization for Rural Needs (ACORN), Inc. (Amended)

Amount
$163,804.00

Description
Request Approval of the 2010-11 Agreement Between Alachua County and Alachua County Organization for Rural Needs (ACORN), Inc.

Recommendation
Approve the FY10/11 Agreement between Alachua County and ACORN Clinic, Inc. and authorize the Chair to sign.

Alternative(s)
Disapprove the FY10-11 Agreement between Alachua County and ACORN Clinic, Inc.

Requested By
Elmira K Warren/Lee Roberts/Cathie Whtiney

Originating Department
Community Support Services

Attachment(s) Description
2010-11 Agreement between Alachua County and Alachua County Organization for Rural Needs (ACORN), Inc

Documents Requiring Action
2010-11 Agreement (two copies) between Alachua County and Alachua County Organization for Rural Needs (ACORN), Inc

Executive Summary
This is an Agreement between Alachua County and Alachua County Organization for Rural Needs (ACORN), Inc. for FY10/11.

Background
ACORN Clinic provides poverty reduction services to Alachua County residents. The agency provides comprehensive medical and dental health care services to low-income adult and child residents of Alachua County primarily through the use of volunteer health care professionals. The agency focuses particularly on the rural, indigent population who have no other access to medical and dental services. Funds will be used for support staff salaries and benefits.

Issues
The funding for this non-profit organization's medical and dental clinic programs was approved by the Board as part of the FY10/11 Budget.

Fiscal Recommendation
Recommend approval of the FY10/11 Agreement between Alachua County and ACORN Clinic, Inc. since funds were approved in the 2010-11 Budget.

Fiscal Alternative(s)
Disapprove the Agreement between Alachua County and ACORN Clinic, Inc. and use budgeted funds in other areas.

Funding Sources
General Fund

Account Code(s)
001-2903-569.82-23

Attachment: ACORN CAPP Final.pdf

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND ALACHUA COUNTY ORGANIZATION FOR RURAL NEEDS (ACORN), INC.

THIS AGREEMENT, made and entered into this 11th day of January, A.D., 2011 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and Alachua County Organization for Rural Needs (ACORN), Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, ALACHUA COUNTY ORGANIZATION FOR RURAL NEEDS (ACORN), INC. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the programs, **Medical Clinic, Dental Clinic and Archer Family Health Care**, and their services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Medical Clinic, Dental Clinic and Archer Family Health Care** programs and their services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. **Term:**

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***One Hundred Sixty-Three Thousand, Eight Hundred and Four Dollars ($163,804.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose.. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act)

and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

ACORN Clinic, Inc.
2320 North State Rd 235
Brooker, Florida 32622

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Diane Mauldin, Executive Director
ACORN Clinic, Inc.
2320 North State Rd 235
Brooker, Florida 32622

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contracts

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. Indemnification:

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or

liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best

efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Chair, Board of County Commissioners
LEE PINKOSON, CHAIR

ATTEST:

J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

AGENCY:

WITNESS:

By: Lois M. McPherson
Print: Lois M. McPherson
Title: Bookkeeper

By: Diane Mauldin
Print: Diane Mauldin
Title: Executive Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **ACORN Clinic (Alachua County Organization for Rural Needs, Inc.)**

Program: **Medical Clinic**

Total Amount of Agency Award: $163,804

A. Brief Program Description: A medical home will be provided to 430 low income, uninsured residents of Alachua County. Services will include family planning, women's health; primary care; pediatric care; medication assistance; social service referrals; nutrition and wellness counseling; laboratory testing; free mammograms to women forty years old or older, with transportation assistance, as needed.

B. How will CAPP funds be expended? Salary and benefit support for:

Title of Position	Rationale for Position
Medical Clinic Coordinator	Coordinates clinic, including supervising all staff, overseeing regulatory compliance, and providing care coordination; provides oversight patient quality assurance; and supervises outcome measures related to diabetes.
Medical Practitioner 1	Provides treatment for Women's health clinics; makes referrals to specialty clinics
Medical Practitioner 2	Provides primary care for patients, makes referrals to specialty clinics
Medication Specialist	Maintains medication room and manages prescription ordering, filling, and supplying to patients to insure compliance with medical regimens. Assists providers as needed during patient exams during clinic visits.
Social Worker	Screens new patients for eligibility, referral information and retrieval, tabulates statistics re other agency referrals, patient advocate with other public assistance programs.

Title of Position	Rationale for Position
Medical Assistant 2	Provides clinical support to all volunteer healthcare professionals, draws labs, triages patients, schedules specialty care referrals, updates spread sheets related to quality control and patient outcomes.
Medical Office Manager	Manages and updates physician schedule & appointment templates, monitors patient billing, delinquent collections, bad debt reports and insurance billing.
Medical Office Clerk 1	Schedules patient appointments, transmits medical records by request, pulls charts for each day's schedule, collects payments, inputs patient encounter information, files, types, and updates patient information.
Medical Office Clerk 2	Schedules patient appointments, transmits medical records by request, pulls charts for each day's schedule, collects payments, inputs patient encounter information, files, types, and updates patient information.
Executive Director	Director provides oversight to entire clinic operation. Represents ACORN in the community at large for public relations, speaking engagements. Represents Clinic on Alachua County Health Care Board. Primary contact for all clinic administrative business, including contract management and performance.
Facilities Coordinator	Responsible for quarterly and annual reports related to practice management. Prepares statistical data on patient services. Coordinates facility operations and repairs, both building and equipment. Manages donor database, produces newsletters and year end fundraising appeals.
Bookkeeper	Prepares deposits for revenue generated, manages financial accounting software, processes payroll and related taxes. Processes payment of all clinic expenses and exports financial data to accounting for monthly management reports.

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **ACORN Dental Clinic (Alachua County Organization for Rural Needs, Inc.)**

Program: **Dental Clinic**

Total Amount of Agency Award: $ 163,804

A. Brief Program Description: ACORN Clinic provides comprehensive general and specialty dental care through the use of volunteer dental professionals and affiliation agreements with the University of Florida and Santa Fe Community College, 629 sponsored by CAPP. Specific care provided includes but is not limited to hygiene, treatment plans, restorations, oral surgery, extractions, dentures, pediatric dentistry and outreach education. Services are targeted to individuals and families living at or below 150% of the Poverty Level Guideline. Through the provision of primary and specialty dental care, these individuals and families are able to return to and remain in the education or work force settings which supports their efforts to overcome economic barriers.

B. How will CAPP funds be expended? Salary and benefit support for:

Title of Position	Rationale for Position
Dental Clinic Coordinator	Coordinates clinic, including supervising all staff, overseeing regulatory compliance, and providing care coordination.
Dental Hygienist 1	Provides hygiene and flouride treatment for patients including oral hygiene instruction.
Dental Hygienist 2	Provides hygiene and flouride treatment for patients including oral hygiene instruction.
Dental Assistant 2	Assists dentists, dental students, & hygienists as needed; cleans chairs, re-stocks instrument tray for next patient, sterilizes all instruments prior to re-use. Orders supplies for clinic.
Dental Assistant 3	Assists dentists, dental students, & hygienists as needed; cleans chairs, re-stocks instrument tray for next patient, sterilizes all instruments prior to re-use. Orders supplies for clinic.

Title of Position	Rationale for Position
Dental Assistant 4	Assists dentists, dental students, & hygienists as needed; cleans chairs, re-stocks instrument tray for next patient, sterilizes all instruments prior to re-use. Orders supplies for clinic.
Dental Office Manager	Templates patient schedules, processes all electronic insurance billing, posts payments, sends delinquent collection notices, updates bad debt reports, supervises dental office staff. Counsels patients on the cost of treatment plan.
Dental Office Clerk 1	Screens new patients for eligibility, schedules and reschedules appointments, maintains dental records, coordinates communication with referral parties.
Dental Office Clerk 2	Screens new patients for eligibility, schedules and reschedules appointments, maintains dental records, coordinates communication with referral parties.

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Alachua County Organization for Rural Needs, Inc.**

Program: **Archer Family Health Care**

Total Amount of Agency Award: $163,804

A. Brief Program Description: Archer Family Health Care provides primary care and community health services to low-income residents of Alachua County. Services include preventive care and acute and chronic disease management. The health care team consists of family, pediatric, and mental health nurse practitioners, a physician, clinical pharmacist, community health nurse, and support staff. Hours of operation are Monday – Wednesday, Friday 8:00am – 5:00pm, Thursday 10:00a – 7:00pm. The goal is to improve health and well being so patients can work consistently and/or attend school to prepare for work.

B. How will CAPP funds be expended? Note: Unless a staff position does not devote 100% of work time to the CAPP-sponsored program, you do not need to include percentages for staff salaries.

CAPP funds will support one family nurse practitioner's salary and fringe benefits. This practitioner provides direct patient care, including physical examinations, diagnosis and treatment of illness and disease, and preventive services. The practitioner makes referrals, follows up on referrals for specialty care, and participates in quality improvement.

Clinical and clerical support services required for patient visits will be provided by Archer Family Health Care.

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: ACORN Clinic	**Program: Medical Clinic**

Name, Title & E-Mail of Person Completing Report:

Diane Mauldin, Executive Director dmauldin@acornclinic.org

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: A medical home will be provided to 430 low income, uninsured residents of Alachua County. Services will include family planning, women's health; primary care; pediatric care; medication assistance; social service referrals; nutrition and wellness counseling; laboratory testing; free mammograms to women forty years old or older, with transportation assistance, as needed.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Volunteer medical & other health professionals Support staff Facility & equipment Medications Laboratory testing Outreach education Agency partners Agency funding sources UF Colleges of Medicine, Nursing, & Pharmacy	Primary health care Care coordination Specialty referrals as needed Women's health services, including free mammograms Labs Radiology Medications	430 patients will be provided: - an average of 4.5 appointments per year totaling 1,935 - an average of 1 lab per visit totaling 1,935 - a minimum of 1 prescription each totaling 430 - diagnostic tests, as needing, totaling at least 40 for the year	1. 85% of women over 40 years old will have scheduled annual exams and referrals for mammograms 2. 80% of patients with diabetes will achieve goal HgbA1c levels within the year 3. 85% of targeted patients will achieve goal HTN levels as measured by blood pressures

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: ACORN Clinic	**Program: Medical Clinic**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
(1) 85% of women over 40 years old will have scheduled annual exams and referrals for mammograms	Scheduled women's health exams completed with mammogram referral, if indicated, and documented in chart	Record review	Whole sample	Quarterly
(2) 80% of patients with diabetes will achieve goal HgbA1c levels within the year	HgbA1c level measured and recorded in medical record compared to goal established with patient by medical provider, documented in chart and electronic spreadsheet	Record review	Whole sample	Quarterly
(3) 85% of targeted patients will achieve HTN goal	Blood pressure measurement at visit and documented in chart	Record review	Random sample	Quarterly

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: ACORN Clinic	**Program: Dental Clinic**

Name, Title & E-Mail of Person Completing Report:

Diane Mauldin, Executive Director dmauldin@acornclinic.org

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: A dental home will be provided to 629 low income residents of Alachua County. Services will include initial assessment, treatment planning, comprehensive oral health care, and oral surgery or specialty care referrals when needed. Comprehensive services include restorative care such as root canals, dentures and partial dentures, etc. A free clinic will be provided twice per month to provide urgent dental care to the homeless and a sponsorship program will provide optimal levels of services to qualified patients unable to pay even the lowest sliding scale fee for restorative care.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
✓ Volunteer dental and other health professionals ✓ Support staff ✓ Private donors ✓ Local agency agreements ✓ Foundation grants ✓ Local government allocations ✓ Reduced patient fees ✓ Outreach education ✓ Agency partners ✓ Facility & supplies ✓ UF College of Dentistry ✓ Santa Fe College ✓ United Way of North Central Florida ✓ North Florida Area Health Education Center	✓ Preventive dentistry ✓ Restorative dentistry ✓ Pediatric dentistry ✓ Oral Health Outreach education ✓ Comprehensive dentistry ✓ Oral surgery ✓ Prosthodontics ✓ Endodontics ✓ Crowns ✓ Oral Hygiene Services	✓ 171 cleanings ✓ 36 Crowns ✓ 18 Dentures ✓ 360 Extractions ✓ 171 Panoramic X-rays ✓ 90 Full X-rays ✓ 36 bite wings X-rays	1 – 75% of sponsored patients improve oral health risk status by at least one grade 2 – 85% of homeless patients referred will complete urgent treatment prescribed 3 – 5 to 10 very low income patients will receive restorative care, rather than urgent care only

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: ACORN Clinic	**Program: Dental Clinic**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1 – 75% of sponsored patients improve oral health risk status by at least one grade	Documented risk status at initial treatment planning compared to subsequent documented status	Record review	Whole sample	Quarterly
2 – 85% of homeless patients referred will complete urgent treatment prescribed	Documentation of completed treatment plans	Record review	Whole sample	Quarterly
3 – 5 to 10 very low income patients will receive restorative care, rather than urgent care only	Documentation of restorative care provided via sponsorship	Record review	Whole sample	Quarterly

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Alachua County Organization for Rural Needs, Inc.	**Program:** Archer Family Health Care

Name, Title & E-Mail of Person Completing Report:

M. Dee Williams, PhD, RN, Associate Dean for Clinical Affairs, willimd@ufl.edu

Reporting Period:

- **X** Contract
- ☐ Revision
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: Archer Family Health Care is a nurse-managed primary care and community health clinic that provides health care to underserved residents of Alachua County. Services include preventive care and management of acute and chronic illnesses. Services are provided to individuals and families living at or below 125% poverty level.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Health care practitioners Support staff UF College of Nursing students UF College of Pharmacy faculty Equipment and supplies	Primary health care services Immunizations Pregnancy testing Sports physicals Mental health counseling Referrals to specialists HIV & STD testing Patient medication assistance applications Clinical pharmacy services	446 patient visits, including associated laboratory and diagnostic tests and medications	1. 75% of patients with diabetes will have HgA1C levels at goal. 2. 75% of patients with hypertension will have blood pressure levels at goal. 3. 75% compliance with CDC immunization guidelines.

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: Alachua County Organization for Rural Needs, Inc.	**Program:** Archer Family Health Care

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. 75% of patients with diabetes will have HgA1C levels at goal.	HgA1C values are at or below individual goals for age, gender, comorbilities and general health status.	Medical record documentation Clinical chart audit.	Convenience 10 charts	Quarterly
2. 75% of patients with hypertension will have blood pressure levels at goal.	B/P within normal limits for age, gender, comorbilities and general health status.	Medical record documentation Clinical chart audit.	Convenience 10 charts	Quarterly
3. 75% compliance with CDC immunization guidelines.	Immunizations appropriate for age and health status.	Medical record documentation Clinical chart audit.	Convenience 10 charts	Quarterly

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:

- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF <u>UNDUPLICATED</u>:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	Program:

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		**EDUCATIONAL FIELD TRIPS**
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		**PREVENTION CLASSES**
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		**VEGETABLE GARDENING**
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:

	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:

	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless

	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:

	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		**DAY PROGRAMS (Al'z Place, ARC & EasterSeals)**
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (For events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

January 11, 2011 Regular BOCC Meeting
Agenda Item #41

Title
Bread of the Mighty Food Bank, Inc. FY2010-11 Agreement (Amended)

Amount
$54,002.00

Description
Request Approval of the FY2010-11 Agreement between Alachua County and Bread of the Mighty Food Bank, Inc.

Recommendation
Approve the FY2010-11 Bread of the Mighty Food Bank, Inc. Agreement and authorize the Chair to sign.

Alternative(s)
Disapprove the FY2010-11 Bread of the Mighty Food Bank, Inc. Agreement

Requested By
Elmira K Warren/Lee Roberts/Cathie Whtiney

Originating Department
Community Support Services

Attachment(s) Description
FY10-11 Agreement between Alachua County and Bread of the Mighty Food Bank, Inc. (2 copies)

Documents Requiring Action
FY10-11 Agreement between Alachua County and Bread of the Mighty Food Bank, Inc.

Executive Summary
This is an Agreement between Alachua County and Bread of the Mighty Food Bank, Inc. for FY2010/11.

Background
Bread of the Mighty Food Bank, Inc. provides basic assistance poverty reduction services for Alachua County residents through its HOPE Preserved for Alachua program. This program purchases, processes and warehouses food and basic essentials for dissemination to Alachua County residents in hunger and in need. The items are distributed to other non-profit organizations that provide emergency food services through food pantries and soup kitchens

Issues
The funding for this non-profit organization's food program was approved by the Board as part of the FY2010-11 Budget.

Fiscal Recommendation
Recommend approval of the Bread of the Mighty Food Bank, Inc. FY2010-11 Agreement, since funds were approved in the FY2010-11 Budget.

Fiscal Alternative(s)
Disapprove the Bread of the Mighty Food Bank, Inc. FY2010-11 Agreement and use budgeted funds in other areas.

Funding Sources
General Fund

Account Code(s)
001.2903-569.82-27

Attachment: BotM Food Bank CAPP Final.pdf

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND BREAD OF THE MIGHTY FOOD BANK, INC.

THIS AGREEMENT, made and entered into this 11th day of January, A.D., 2011 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and Bread of the Mighty Food Bank, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Bread of the Mighty Food Bank, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **HOPE Preserved for Alachua**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **HOPE Preserved for Alachua** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Fifty-Four Thousand and Two Dollars ($54,002.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Bread of the Mighty Food Bank, Inc.
325 NW 10th Ave
Gainesville, FL 32601

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. **Default and Termination:**

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. **Monitoring:**

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Anne Voyles, Executive Director
Bread of the Mighty Food Bank, Inc.
325 NW 10th Ave
Gainesville, FL 32601

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. **Assignment of Interest**:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. **Independent Contractor**:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. **Indemnification:**

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or

liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best

efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Chair, Board of County Commissioners

LEE PINKOSON, CHAIR

ATTEST:

J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

WITNESS:

By:

Print: S. DAVID COX

Title: CHAIRMAN of BOARD

AGENCY REPRESENTATIVE:

By:

Print: Anne W Voyles

Title: Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports Schedule
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model
4. Attachment D – Program Performance Outcome Report
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
ctober 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Bread of the Mighty Food Bank**

Program: **HOPE Preserved for Alachua**

Amount of Award: $ 54,002

A. Brief Program Description:

HOPE Preserved for Alachua will help with **the acquisition of and distribution of food and basic essentials** to member agencies, which in turn will distribute provisions free of charge to the needy and hungry. Member agencies receive provisions from BOTM for a member sharing fee of .18 / lb or less. Member agencies include food pantries, soup kitchens, shelters, homes for unwed mothers & foster care children, residential programs for the mentally &/or physically challenged, day care facilities, and substance abuse programs.

B. How will CAPP funds be expended?

1. Food and basic essentials
2. Salary and benefits for two drivers

These two, full-time drivers ensure the timely and efficient pick-up of food donations, and the timely and efficient delivery of food products to distribution sites.

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Bread of the Mighty Food Bank, Inc.	**Program: HOPE Preserved for Alachua**

Name, Title & E-Mail of Person Completing Report: Kristina Stubbs, Admin. Asst.,
e-mail: foodbank7@bellsouth.net

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: HOPE Preserved for Alachua will help with the acquisition of and distribution of food and basic essentials to member agencies, which in turn will distribute provisions free of charge to the needy and hungry. Member agencies receive provisions from BOTM for a member sharing fee of .18 / lb or less. Member agencies include food pantries, soup kitchens, shelters, homes for unwed mothers & foster care children, residential programs for the mentally &/or physically challenged, day care facilities, and substance abuse programs.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Staff Volunteers Network Agencies Purchased food & basic essentials Donated food & basic essentials Warehouse facilities Equipment Funds Corporate partnerships	Collect, process, & warehouse donated and purchased food & basic essentials Distribute donated and purchased food & basic essentials	3 million pounds of food and basic essentials will be **available to** Alachua County network agencies and thereby to the poor and needy. 2.4 million pounds of food and basic essentials will be **distributed by** Alachua County network agencies and by BOTM to the poor and needy.	1. Increase the amount of food & basic essentials **available to** network agencies for distribution of the needy and hungry. 2. Increase the amount of food & basic essentials **distributed by** network agencies to the needy and hungry. 3.Timely & efficient **pick up of food donations** which will be distributed to agencies & individuals. The timely & efficient **delivery of food** to various sites for distribution to the needy & hungry

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: Bread of the Mighty Food Bank, Inc.	**Program: HOPE Preserved for Alachua**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. Increase the amount of food & basic essentials **available to** network agencies for distribution of the needy and hungry.	Pounds of food & basic essentials purchased by & donated to BOTM	Records of food & basic essentials **purchased** by BOTM Records of food & basic essentials **donated** to BOTM	95% accountability of all received items	Monthly
2. Increase the amount of food & basic essentials **distributed by** network agencies to the needy and hungry.	Pounds of food & basic essentials shared by and donated to network agencies	BOTM records of pounds of food & basic essentials shared by network agencies BOTM records of pounds of bakery, reclaim & other provisions distributed to network agencies Agency reports of people served food, basic essentials and meals	95% accountability of pounds of stock shared by and donated to network agencies 95% accountability of bakery, reclaim & other provisions distributed Historically, 60-65% of network agencies provide requisite reports	Invoices generated at the time of distribution to agencies Monthly consolidated, detailed distribution report Monthly agency reports of number of people served Monthly consolidated report of people served
3.Timely & efficient **pick up of food donations** which will be distributed to agencies & individuals. The	Availability & flexibility of drivers to conduct pick-ups and deliveries	Driver Pick-Up & Delivery Planning Calendar Driver Time Sheet	Planning Calendar reflects daily plan of scheduled pick-ups. Approximately 90% are scheduled at least one day in advance, with 10% requiring	Monthly Driver Planning Calendar Bi-weekly Employee Time Sheets

timely & efficient **delivery of food** to various sites for distribution to the needy & hungry			same day scheduling. Food deliveries are scheduled week to week.	

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS	Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX **TOTAL**				
Male				
Female				
Unknown				
Family				
AGE **TOTAL**				
0 to 4 years				
5 to 9 years				
10 to 14 years				
15 to 19 years				
20 to 34 years				
35 to 54 years				
55 to 64 years				
65 and over				
Age Unknown				
ETHNICITY **TOTAL**				
White				
Black				
Hispanic/Latino				
Asian				
American Indian				
Other				
HOUSEHOLD INCOME **TOTAL**				
Below $10,000				
$10,000 to $14,999				
$15,000 to $19,999				
$20,000 to $29,999				
$30,000 and above				
Income Unknown				

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ EFT

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	**Program:**

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		**EDUCATIONAL FIELD TRIPS**
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		**PREVENTION CLASSES**
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		**VEGETABLE GARDENING**
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:

	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:

	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless

	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:

	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		DAY PROGRAMS (Al'z Place, ARC & EasterSeals)
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (For events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

January 11, 2011 Regular BOCC Meeting
Agenda Item #42

Title
Peaceful Paths Domestic Abuse Network, Inc. FY2010-11 Agreement (Amended)

Amount
$94,685.00

Description
Request Approval of the FY2010-11 Agreement between Alachua County and Peaceful Paths Domestic Abuse Network, Inc.

Recommendation
Approve the FY2010-11 Peaceful Paths Domestic Abuse Network, Inc. Agreement and authorize the Chair to sign.

Alternative(s)
Disapprove the FY2010-11 Peaceful Paths Domestic Abuse Network, Inc. Agreement

Requested By
Elmira K Warren/Lee Roberts/Cathie Whtiney

Originating Department
Community Support Services

Attachment(s) Description
FY10-11 Agreement between Alachua County and Peaceful Paths Domestic Abuse Network, Inc. (2 copies)

Documents Requiring Action
FY10-11 Agreement between Alachua County and Peaceful Paths Domestic Abuse Network, Inc.

Executive Summary
This is an Agreement between Alachua County and Peaceful Paths Domestic Abuse Network, Inc. for FY2010/11.

Background
Peaceful Paths Domestic Abuse Network, Inc. provides poverty reduction services to Alachua County residents through its emergency shelter program. The Gallenkamp Emergency Shelter is a 30-bed residential facility that provides full-service case management and basic needs to victims of domestic violence and their children. Peaceful Paths is the only certified domestic violence shelter in the region. Other counties served also contribute funds, but Alachua County, by far, accounts for the majority of the residents.

Issues
The funding for this non-profit organization's emergency shelter program was approved by the Board as part of the FY2010-11 Budget.

Fiscal Recommendation
Recommend approval of the Peaceful Paths Domestic Abuse Network, Inc. FY2010-11 Agreement, since funds were approved in the FY2010-11 Budget.

Fiscal Alternative(s)
Disapprove the Peaceful Paths Domestic Abuse Network, Inc. FY2010-11 Agreement and use budgeted funds in other areas.

Funding Sources
General Fund

Account Code(s)
001.2903-569.82-16

Attachment: Peaceful Paths CAPP Final.pdf

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND PEACEFUL PATHS DOMESTIC ABUSE NETWORK, INC.

THIS AGREEMENT, made and entered into this 11th day of January, A.D., 2011 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and Peaceful Paths Domestic Abuse Network, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Peaceful Paths Domestic Abuse Network, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **Gallenkamp Emergency Shelter**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Gallenkamp Emergency Shelter** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Ninety-Four Thousand Six Hundred Eighty-Five Dollars ($94,685.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Peaceful Paths Domestic Abuse Network, Inc.
2100 NW 53rd Avenue
Gainesville, FL 32627

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Theresa Harrison, Ph.D., Executive Director
Peaceful Paths Domestic Abuse Network, Inc.
2100 NW 53rd Avenue
Gainesville, FL 32627

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contracts

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. Indemnification:

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all

losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best

efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Chair, Board of County Commissioners

LEE PINKOSON, CHAIR

ATTEST:

J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

AGENCY:

WITNESS:

By:

Print: Jocelyn Peskin

Title: Director, Outreach & Development

By:

Print: Theresa B. Harrison

Title: Executive Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: Peaceful Paths

Program: Gallenkamp Emergency Shelter

Amount of Award: $ $94,685

A. Brief Program Description:

Peaceful Paths' Gallenkamp Emergency Shelter is a 30-bed residential facility that provides full-service case management and basic needs to victims of domestic violence and their children for up to six months. The program is the only state-certified center serving Alachua County and has been in operation in a confidential location in Gainesville since 1978. Through advocacy and the empowerment model, the facility provides safety, support and help in the transition to self-sufficiency for families and individuals experiencing domestic violence. Our shelter program is staffed and available to participants 24 hours per day, 7 days a week, 365 days per year.

B. How will CAPP funds be expended?

CAPP funds will be used 100% to help fund employees' wages and benefits at our Gallenkamp Emergency Shelter.

The three staff positions to be funded are as follows:

1. Shelter Client Advocate
2. Shelter Case Manager
3. Shelter Director

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Peaceful Paths, Inc.	**Program:** Gallenkamp Emergency Shelter

Name, Title & E-Mail of Person Completing Report: Jocelyn Peskin, Director of Outreach & Development, jocelynp@peacefulpaths.org

Reporting Period:

- [X] Contract
- [ ] Revision
- [ ] Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
- [ ] Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
- [ ] April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description:

The Gallenkamp Emergency Shelter program provides temporary emergency shelter (from 24 hours to 6 weeks) and support services to adult and child victims of domestic violence who are in immediate danger and homeless due to the abuse in their lives.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
• One full-time director of shelter services • One full-time case manager • Four full-time and four part-time client advocates • Two part-time (1 FTE) child advocates • Funds for direct client expenses • Funds for indirect operations costs • Community partners for referral • Outreach staff to support shelter programs	• Answering 24-hour hotline • Crisis intervention • Support groups • Parenting classes • Individual case management • Individual advocacy • Provision of direct client supplies • Safety Planning • Children's programming	• 130 adults and 120 children will receive comprehensive shelter services including: safety planning for all residents at intake and after 72 hours of stay • 3 hours of wkly support group • Minimum of one hour of individual weekly case management • Individual advocacy throughout the week • Individual counseling as requested • Three hours of children's groups weekly • After school activities • Child care	1. Residents will increase their safety measures 2. Shelter residents will transition to permanent housing 3. Residents will participate in financial empowerment programs and domestic violence support groups.

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: Peaceful Paths, Inc.	**Program:** Gallenkamp Emergency Shelter

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. Residents will increase their safety measures	100% of adult shelter residents are able to complete a safety plan specific to their situation by the third day of stay	Safety plans for all adult residents leaving shelter after 3 days or more	Adult residents departing who have been in shelter at least 72 hours	Monthly
2. Shelter residents will transition to permanent housing	70% of adult shelter residents will transition to permanent housing upon exiting shelter	Documented case activity reports and exit interviews	Adult residents completing a planned departure	Quarterly
3. Residents will participate in financial empowerment programs and support groups	85% of all adult shelter residents will participate in financial empowerment classes and/or domestic violence support groups	Attendance records from financial empowerment classes and support groups	All adult residents of shelter	Quarterly

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:

- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

* **DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	**Program:**

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		**EDUCATIONAL FIELD TRIPS**
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		**PREVENTION CLASSES**
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		**VEGETABLE GARDENING**
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:
	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:
	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless
	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:
	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		**DAY PROGRAMS (Al'z Place, ARC & EasterSeals)**
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (For events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

January 11, 2011 Regular BOCC Meeting
Agenda Item #43

Title
Public Safety FY10 State Homeland Security Grant Agreement (Amended)

Amount
$16,000.00

Description
Request approval of the FY10 State Homeland Security Grant Agreement, Resolution, and Budget Amendment

Recommendation
Approve the FY10 State Homeland Security Grant Agreement, Resolution, and Budget Amendment

Alternative(s)
Disapprove the grant agreement and direct staff

Requested By
Dave Donnelly 264-6510

Originating Department
Public Safety

Attachment(s) Description
FY10 State Homeland Security Grant Agreement, Resolution, and Budget Amendment

Documents Requiring Action
FY10 State Homeland Security Grant Agreement, Resolution, and Budget Amendment (4 originals)

Executive Summary
The Department of Homeland Security is providing funds to the State of Florida to enhance the capability of the State to prepare for, responds to and recover from terrorist incidents that may involve Weapons of Mass Destruction (WMD). The State is re-allocating funds to Alachua County for the purpose of improving its capability to respond to and manage possible terrorist incidents. The FY2010-2011 State Homeland Security Grant Program will fund position specific Incident Command System training as well as other County specific and Disability related training. The total amount of funding is $16,000.00

Background
The Department of Homeland Security is providing financial assistance directly to each of the nation's states and territories through the FY2010-2011 State Homeland Security Grant Program (SHSGP). This continued financial assistance is being provided to augment the capability of state and local agencies to prevent and respond to incidents of terrorism involving the use of chemical, biological, radiological, nuclear or explosive (CBRNE) weapons. Over the last six years, Alachua County has been able to develop a Post Disaster Redevelopment Plan (PDPR), conducted a Dirty Bomb exercise series with several partner agencies, developed and exercised COOP plans, purchased a Critical Information management Software, conducted national Incident Management System (NIMS) training, participated in a Pandemic Flu exercise series and expanded its Community Emergency Response Team (CERT) program. In process is the review and assessment of the community's emergency response capabilities in comparison with the Department of Homeland Security's Target Capabilities List (TCL).

Issues
There is no match requirement for this grant, however funds received from the State Homeland Security Grant program must be applied to those eligible activities as outlined in the Agreement.

Fiscal Recommendation
$16,000.00 grant revenue

Fiscal Alternative(s)
n/a

Funding Sources
grant funds

Account Code(s)
142-5430-various

Attachment: Budget Amendement SHSG 01112011.pdf
Attachment: Fl DEM Grant ICS Trainig Final.pdf
Attachment: Resolution SHSGP Grant 01112011.pdf

RESOLUTION 11-03

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING A FUND TO BE ENTITLED "FY10/11 STATE HOMELAND SECURITY GRANT PROGRAM GRANT"; RECOGNIZING REVENUES AND EXPENDITURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to establish a new fund entitled FY10/11 STATE HOMELAND SECURITY GRANT PROGRAM GRANT FUND to account for the receipt and disbursement of funds from the Department of Homeland Security; and,

WHEREAS, it is necessary to budget revenues and expenditures in the FY10/11 STATE HOMELAND SECURITY GRANT FUND; and

WHEREAS, the grant award provides for the Incident Command System positions specific training and County specific and Disability related training; and

WHEREAS, the grant award is in the amount of $16,000.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That establishment of the FY10/11 STATE HOMELAND SECURITY GRANT FUND be, and the same is hereby, approved.

2. That the fiscal year 2010-2011 budget for the FY10/11 STATE HOMELAND SECURITY GRANT FUND is hereby established as reflected in the budget amendment attached hereto as Exhibit A.

3. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

4. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 11th day of January, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-068
GROUP NUMBER	1228
PERIOD/DATE	3/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	FY10-13 SHSGP-WMD Training	FIRE / EMS	Federal Grant	142-5430-331.20-00	16,000	
2	FY10-13 SHSGP-WMD Training	FIRE / EMS	Professional Services - Other	142-5430-525.31-93		4,000
3	FY10-13 SHSGP-WMD Training	FIRE / EMS	Other Curr Charges-Training & Educatior	142-5430-525.49-22		12,000
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 16,000 | 16,000

COMBINED TOTAL: 32,000

PERFORMANCE RESULTS: To establish budget for the FY10-13 SHSGP WMD Training Grant.

Federal Grant No: 2010-SS-T0-0092

tj 12/08/10
PREPARED BY:

VALINSKI
ANALYST

2011 JAN 14 AM 10:14
CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING

✓ Ed Bailey by Clerk 12/13/10
ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne Gable
DIRECTOR, OFFICE OF MANAGEMENT AND BUDGET

Lee Pinkoson
CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST
Governor

DAVID HALSTEAD
Director

November 30, 2010

SUBGRANTEE: Alachua County

ISSUE NUMBER	PROJECT TITLE	FINAL ALLOCATION
10	Delivery of Position ICS Training (IMT)	$4,000.00
10	County Specific Training	$5,000.00
10	Disability Training	$7,000.00

GRANT PERIOD: August 1, 2010 – January 31, 2013 **AWARD TOTAL:** $16,000.00

FEDERAL GRANT NO: 2010-SS-T0-0092 **STATE AGREEMENT NO**: Provided Upon Execution

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In accordance with the provisions of Federal Fiscal Year 2010 Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Subgrantee a grant in the amount shown above.

Payment of Funds: This Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the Florida Division of Emergency Management before execution of your agreement. The subgrantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Supplantation: The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: **I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above**. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a thirty-month (30) period.

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

   A. Administrative Requirements

   1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
   2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

   B. Cost Principles

   1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
   2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
   3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
   4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

   C. Audit Requirements

   1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program (HSGP) guidance and application kit.

4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

5. A. Provision applicable to a recipient that is a private entity.

   1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
      a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      b. Procure a commercial sex act during the period of time that the award is in effect; or
      c. Use forced labor in the performance of the award or subawards under the award.

   2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
   i. Associated with performance under this award; or
   ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the Federal warding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
   a. Associated with performance under this award; or
   b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

C. Provision applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
   a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   b. Is in addition to all other remedies for noncomplicance that are available to us under this award.
3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

6. Definitions. For purposes of this award term:

1. "Employee" means either:
   a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
   b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:
   a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
   b. Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22U.S.C. 7102).

7. A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: http://www.dhs.gov/xopnbix/grants/index.shtm

E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

ACCEPTANCE FOR THE SUBGRANTEE:

Signature of Official Authorized to Sign for Grantee

Signature of State Administrative Agency

LEE PINKOSON, CHAIR

ATTEST:
J. K. IRBY, CLERK

January 11, 2011 Regular BOCC Meeting
Agenda Item #44

Title
Public Safety FY10 Hazardous Materials Grant Agreement (Amended)

Amount
$7,082.00

Description
Request approval of the FY10 Hazardous Materials Grant Agreement, Resolution, and Budget Amendment

Recommendation
Approve the FY10 Hazardous Materials Grant Agreement, Resolution, and Budget Amendment

Alternative(s)
Disapprove the grant agreement and direct staff

Requested By
Dave Donnelly 264-6510

Originating Department
Public Safety

Attachment(s) Description
FY10 Hazardous Materials Grant Agreement, Resolution, and Budget Amendment

Documents Requiring Action
FY10 Hazardous Materials Grant Agreement, Resolution, and Budget Amendment (4 originals)

Executive Summary
The Florida Department of Community Affairs (DCA) has forwarded the FY2010-11 Hazard Analysis State-Funded Subgrant Agreement (Contract #: 11-CP-03-03-11-01-000) to Alachua County to perform a countywide hazardous material, site-specific hazard analysis. The analysis is for twenty-nine (29) facilities of the Extremely Hazardous Substance (EHS) sites in Alachua County. A complete copy of each approved hazards analysis shall be submitted to the applicable Local Emergency Planning Committee and a copy of the transmittal document shall be submitted to the Division. This contract is a fixed fee, performance based agreement, which requires no county match, in the amount of $7,082.00.

Background
The U.S. Environmental Protection Agency (EPA), in accordance with the Title III, Superfund Agreement and Reauthorization Act of 1986, Section 302, has designated certain hazardous materials as Extremely Hazardous Substances (EHS). The State Emergency Response Commission has identified approximately 48 locations in Alachua County having EHS in quantities exceeding EPA threshold planning quantities (TPQ). Emergency Management has completed the hazards analysis since the program was created. DCA has approved each completed analysis. Copies of each completed analysis are forwarded to appropriate agencies such as Alachua County Department of Public Safety, Gainesville Fire Rescue (GFR), and the North Central Florida Local Emergency Planning Committee (LEPC). The analysis requires collection and verification of information and data, emergency planning, information sharing and public disclosure in accordance with the Community Right to Know Act of 1986. The FY2010-11 Adopted Budget included an anticipated grant budget for the Hazardous Materials Grant fund of $6,136.00.

The actual grant award is $7,082.00. The resolution and budget amendment will adjust the adopted budget by increasing the grant revenue and expenditures by $946.00.

Issues
There is no match requirement for this grant.

Fiscal Recommendation
$7,082.00 grant revenue

Fiscal Alternative(s)
N/A

Funding Sources
Grant Funds

Account Code(s)
193-5430-various

Attachment: FY10 Haz Matl Grant 01112011.pdf
Attachment: FLA DEM HAz Mat Grant Final.pdf
Attachment: Budget Amendment Haz Matl Grant 01112011.pdf

RESOLUTION 11-04

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE FY2010-11 HAZARDOUS MATERIALS GRANT FUND TO PROVIDE FOR RECEIPT AND EXPENDITURE OF GRANT AWARD FUNDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Board of County has received a Hazardous Materials Grant award for several years; and,

WHEREAS, the FY10/11 Hazardous Materials grant award from the Florida Department of Community Affairs (DCA) for Hazard Analysis is $7,082.00; and,

WHEREAS, it is necessary to adjust the FY2010/11 Hazardous Materials Grant Fund budget to account for and administer additional grant revenue;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the fiscal year 2010-2011 budget for the Hazardous Materials Grant Fund is hereby established as reflected in the copy of the budget amendment attached hereto as Exhibit"A".

2. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 11th day of January, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

APPROVED AS TO FORM

_____
David W. Wagner
Alachua County Attorney

ATTEST:

_____
J. K. Irby, Clerk

_____
(SEAL)

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BCII-067
GROUP NUMBER	1227
PERIOD/DATE	03/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Hazardous Materials FY 03	Fire / EMS - Emerg Mgmt	State Grant - Public Safety	193-5430-334.20-00	946	
2	Hazardous Materials FY 03	Fire / EMS - Emerg Mgmt	Operating Supplies - Small Tools > $10	193-5430-525.52-02		946
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	946	946
COMBINED TOTAL		1,892

PERFORMANCE RESULTS: To increase revenue for Fund 193-5430. FY10-11 Award was in the amount of $7,082.00. Budget revenue is stated at $6,136.00.

Contract #: 11-CP-03-03-11-01-000

tjj 12/08/10
PREPARED BY:

V/ALINSKI
ANALYST

2011 JAN 14 AM 10:45
CLERK OF CIRCUIT COURT
FINANCE

✓ Ed Bailey by Clerk
ELECTED OFFICIAL OR DEPARTMENT HEAD

12/13/10

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

Contract Number: 11-CP-03-03-11-01-000
Purchase Order No:
CSFA Number: 52.023

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Alachua County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, or July 1, 2010, whichever is later and shall end June 30, 2011, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement

is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work (Attachment A) and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, is not required. In the event that the Recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: http://www.state.fl.us/fsaa/statutes.html.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at the following address:
Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
and

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such noncompliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) If all required deliverables are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Scope of Work.

(b) The Recipient shall provide additional program updates or information that may be required by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished

within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name, address and other contact information of the Division contract manager for this Agreement is:

Mr. Timothy Date, Manager
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399
Telephone: 850-410-1272
Fax: 850-488-1739
Email: tim.date@em.myflorida.com

(c) The name, address and other contact information of the Representative of the Recipient responsible for the administration of this Agreement is:

Ebbin Spellman
1100 S.E. 27th st
Gainesville, Fl 32641
Telephone: 352-264-6550
Fax: 352-264-6565
Email: espellman@alachuacounty.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the subcontract must be forwarded to the Division. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope and Schedule of Deliverables and Schedule of Payments

Attachment B – County Facilities Listing

Attachment C – Financial Invoice Form

Attachment D – Hazards Analysis Checklist and CAMEO Guide

Attachment E – Hazards Analysis Site Visit Certification Form

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed $7,082.00, subject to the availability of funds.

(b) The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous

materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period; however, all work must be performed during the contract period. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on

the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.

2. 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite 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 not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property

exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

ALACHUA COUNTY

By: _____

Name and title: Lee Pinkoson, Chair

Date: _____

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

FEID# 59-6000501-106

ATTEST:

J. K. IRBY, CLERK

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: David Halstead, Director

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of $7,082.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).

2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

Attachment A

PURPOSE, REQUIREMENTS, SCOPE AND SCHEDULE OF DELIVERABLES AND SCHEDULE OF PAYMENTS

Purpose

To update the hazards analysis for all facilities listed in Attachment B, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities at or above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the requirements of the Emergency Planning and Community Right-To-Know Act's planning requirements.

Requirements

A. The County shall submit a list of facilities within the County's geographical boundaries that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities at or above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment B. The primary guidance documents are Attachment D (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis". All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing and approved by the Division.

C. Provide an on-site visit to each Attachment B facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's **CAMEO*fm* version 2.1** software program. Each facility hazards analysis shall include, but is not limited to, the following items:

1. Facility Information

   (a) Provide the Facility name (per Attachment B)

   (b) Facility address

   Provide the physical address (no Post Office Box) of the facility.

   (c) Facility Identification

   Provide the State Emergency Response Commission Code identification number (per Attachment B) and the geographic coordinates (latitude and longitude in decimal degrees).

   (d) Facility Emergency Coordinator

   Provide the name, title and telephone number (daytime and 24-hour) of the designated facility emergency coordinator.

   (e). Transportation Routes

List the main routes used (from the County line to the facility) to transport chemicals to and/or from the facility.

(f) Evacuation Routes

Based on wind direction from the North, South, East and West, identify the route(s) from the facility to exit the Vulnerable Zone(s).

(g) Historical Accident Record

Describe any past releases or incidents that have occurred at the facility. Include date, time, chemical name, quantity and number of persons injured or killed (this information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

2. Hazard Identification

(a) Chemical identities

Provide proper chemical name, Chemical Abstract Service (CAS) number and natural physical state (according to exhibit C of the Technical Guidance for Hazards Analysis) for each Extremely Hazardous Substance present at the facility at any time up to one year prior to the site visit.

(b) Maximum quantity on-site

Express in exact pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance the facility has on-site at any time up to one year prior to the site visit.

(c) Amount in largest container or interconnected containers

Express in pounds the amount of each Extremely Hazardous Substance stored in the largest container or interconnected containers (this is the release amount used to determine the Vulnerable Zone).

(d) Type and design of storage container or vessel

Indicate the storage method of each Extremely Hazardous Substance, i.e., drum, cylinder, tank, and their respective capacities (It is helpful to indicate system types such as manifold versus vacuum as well).

(e) Nature of the hazard

Describe the type of hazard (i.e., fire, explosion) and health effects (acute and chronic) most likely to accompany a spill or release of each Extremely Hazardous Substance.

3. Vulnerability Analysis

(a) Extent of the Vulnerable Zone

For each Extremely Hazardous Substance present at a facility, provide the estimated geographical area (vulnerable zone) that may be subject to concentrations of an airborne Extremely Hazardous Substance at levels that could cause irreversible acute health effects or death to human populations following an accidental release.

(b) Estimate Facility Population

Provide an estimate of the maximum number of employees present at the facility at any given time, i.e. if the facility is unmanned except for routine maintenance by only one person then, the number of employees present at any given time shall be noted as one.

(c) Critical Facilities

Identify each critical facility by name and each critical facility's maximum expected occupancy, within each vulnerable zone, which are essential to emergency response or house special needs populations (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone, that shall be noted.

(d) Estimate Total Exposed Population

Provide an estimate of the total exposed population (facility employees + general population + critical facilities), within each vulnerable zone, that would be affected in a worst case release scenario.

4. Risk Analysis (the three ratings {Risk Assessment} at the bottom of the CAMEO*fm* Scenario Page will meet the four requirements below)

(a) Probability of release

Rate the probability of release as Low, Moderate, or High based on observations at the facility. Considerations should include history of previous incidents and current conditions and controls at the facility.

(b) Severity of consequences of human injury

Rate the severity of consequences if an actual release were to occur

(c) Severity of consequences of damage to property

Rate the potential damage to the facility, nearby buildings and infrastructure if an actual release were to occur.

(d) Severity of consequences of environmental exposure

Rate the potential damage to the surrounding environmentally sensitive areas, natural habitat and wildlife if an actual release were to occur.

D. Identify those facilities in Attachment B for which a hazards analysis was not submitted. Supporting documentation must be provided with a list to account for the facilities for which a hazards analysis was not completed. In addition to the facility name and the State Emergency Response Commission Code identification number, supporting documentation should indicate:

1. Facility has closed or is no longer in business.

2. Facility is not physically located in the County (indicate appropriate County location, if known).

3. Facility does not have Extremely Hazardous Substance(s) on-site or Extremely Hazardous Substance(s) are below the Threshold Planning Quantity. These facilities require:

   (a) A Statement of Determination from the facility representative for the previous reporting year; or

   (b) A letter from the facility representative fully explaining why the Extremely Hazardous Substance(s) is/are not now present at or above the Threshold Planning Quantity and a date when the Extremely Hazardous Substance(s) was/were removed from the facility.

E. <u>On-Site Visits</u>

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment B, to confirm the accuracy and completeness of information in the hazards analysis.

   (a) **<u>Site visit exception for sulfuric acid</u>**

      (1) For the facilities listed on Attachment B that report the presence of only sulfuric acid, the recipient's representative shall conduct an initial facility on-site visit within the period of Agreement.

      (2) After the initial facility on-site visit has been conducted, another on-site visit is not required in subsequent Agreements unless the facility reports the presence of another extremely hazardous substance.

      (3) In Agreements subsequent to the initial on-site visit, the recipient's representative shall contact the facility representative by email or telephone to verify the presence of any extremely hazardous substance.

      (4) If a facility representative reports the presence of any extremely hazardous substance other than sulfuric acid in Agreements subsequent to the initial on-site visit period of Agreement, the recipient's representative shall conduct an on-site visit during the period of Agreement and in subsequent periods of Agreement.

2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment E) to the Division for each facility site visit conducted.

(b) **Site visit form exception for sulfuric acid**

(1) For facilities listed on Attachment B that report the presence of only sulfuric acid, an initial site visit form (Attachment E) signed and dated by the facility representative and the recipient's representative shall be submitted to the Division within the period of Agreement.

(2) If the facility representative reports the presence of only sulfuric acid in Agreements subsequent to the Agreement period in which the initial site visit form was submitted to the Division, the recipient's representative shall submit a site visit form (Attachment E) to the Division signed by and identifying the date the recipient's representative contacted the facility representative.

(3) If a facility representative reports the presence of any extremely hazardous substance other than sulfuric acid in Agreements subsequent to the Agreement in which the initial site visit form was submitted to the Division, the recipient shall submit a completed site visit form (Attachment E) to the Division signed and dated by the facility representative and the recipient's representative.

3. Submit (electronically) a site plan map with the State Emergency Response Commission Code identification number and in sufficient detail to identify:

(a) Location of major building(s)

(b) Location and identification of EHS container(s)

(c) Location of major street(s) and entrance(s)

(d) North arrow

F. Ensure that the Hazards Analysis information is reflected in the County Local Mitigation Strategy.

Scope and Schedule of Deliverables

Deliverable 1:

On or before November 1, 2010, the County shall submit fifty (50) percent of the completed hazards analyses of the Attachment B facilities to the Division for review and approval.

Deliverable 2:

On or before February 1, 2011, the County shall submit the final fifty (50) percent of the completed hazards analyses of the Attachment B facilities to the Division for review and approval.

Deliverable 3:

A. On or before June 30, 2011, the County shall provide the Division one (1) copy (electronic format) of each approved hazards analysis. A complete copy of each approved hazards analysis shall be submitted to the applicable Local Emergency Planning Committee and a copy of the transmittal document shall be submitted to the Division.

B. The County shall notify all Attachment B facilities and applicable first responder agencies of the availability of the hazards analyses information, and make that information available upon request and submit proof of said notifications to the Division.

C. As appropriate, participate in a technical assistance training session provided by the Division.

Schedule of Payments:	Payment
Deliverable #1 - 45% of the Agreement Amount	$3,186.90
Deliverable #2 - 45% of the Agreement Amount	$3,186.90
Deliverable #3 - 10% of the Agreement Amount	$708.20

Each payment shall be made upon satisfactory completion of the deliverable above and upon receipt of an acceptable Financial Invoice (Attachment C).

ATTACHMENT B - ALACHUA COUNTY SECTION 302 FACILITIES LIST 2010-2011

SERC CODE	FACILITY NAME/ADDRESS	FACILITY REPRESENTATIVE	PHONE NUMBER
1714	A T AND T CORPORATION - FLK850 GAINESVILLE 303 WEST UNIVERSITY AVENUE GAINESVILLE, FL 32601	RAYMOND HORNE	904-350-2063
27495	QWEST - GAINESVILLE REGEN 4233 SOUTHWEST 13 STREET GAINESVILLE, FL 32601	UNICALL	866-864-2255
1724	CITY OF GAINESVILLE - MAIN STREET WWTP 200 SOUTHEAST 16 AVENUE GAINESVILLE, FL 32601-	JAMIE HOPE	352-393-6601
5171	BELLSOUTH - GSVL 2ND AV MAIN CO - 33447 400 SOUTHWEST 2ND AVENUE GAINESVILLE, FL 32601-6224	RAYMOND HORNE	904-350-2063
32057	GAINESVILLE REGIONAL UTILITIES - GRUCOM CENTRAL OFFICE 301 SOUTHWEST 5TH STREET GAINESVILLE, FL 32602	NETWORK OPERATIONS CENTER	352-334-2929
32056	GAINESVILLE REGIONAL UTILITIES - GRUCOM MILLHOPPER MASTER/PRIME 4201 NORTHWEST 53rd AVENUE GAINESVILLE, FL 32606	NETWORK OPERATIONS CENTER	352-334-2929
34916	SEARS LOGISTICS SERVICES - 8115 5401 NORTHWEST 13 STREET GAINESVILLE, FL 32606	ROBIN BROWN	352-338-1472
5169	BELLSOUTH NORTHWEST / 5TH PLACE CO - 32273 7525 NORTHWEST 5 PLACE GAINESVILLE, FL 32607-1582	RAYMOND HORNE	904-350-2063
36483	GAINESVILLE GOLF AND COUNTRY CLUB 7300 SOUTHWEST 35 WAY GAINESVILLE, FL 32608	THOMAS LYMAN	352-372-1458

ATTACHMENT B - ALACHUA COUNTY SECTION 302 FACILITIES LIST 2010-2011

35075	UNITED STATES POSTAL SERVICE - GAINESVILLE P&DF 4600 SOUTHWEST 34 STREET GAINESVILLE, FL 32608	MIKE JULIANO	352-339-1870
23668	VERIZON WIRELESS - GAINESVILLE MTSO 7525 NORTHWEST 4TH BOULEVARD GAINESVILLE, FL 32608	ROBERT MOWRY	352-333-8721
34952	OWENS AND MINOR DISTRIBUTION-2 5901 NORTHEAST WALDO ROAD GAINESVILLE, FL 32609-1507	SCOTT POLLOCK	352-264-9939
26553	PERFORMANCE FOOD GROUP 4041 NORTHEAST 54 AVENUE GAINESVILLE, FL 32609-1678	JOHN WILSON	352-378-8844
1850	SHANDS AT THE UNIVERSITY OF FLORIDA 1600 SOUTHWEST ARCHER ROAD GAINESVILLE, FL 32610-	STEVE TRULUCK	352-265-0028
24053	UNIVERSITY OF FLORIDA - PHYSICAL PLANT - HEAT PLANT 2 BUILDING 473, MOWRY ROAD GAINESVILLE, FL 32611-	ROB MUNSELL	352-392-1102
20636	PROGRESS ENERGY - UNIVERSITY OF FLORIDA COGENERATION MOWRY ROAD - BUILDING 82 GAINESVILLE, FL 32614	MARK TYLEC	386-668-5103
34759	WAL-MART - DISTRIBUTION CENTER 7035 18815 NORTHWEST 115 AVENUE ALACHUA, FL 32615	MELISSA WILLIAMS	386-418-5901
23662	SANTA FE RIVER RANCH 29210 NORTHWEST 122 STREET ALACHUA, FL 32615-	PHILIP SNEAD	386-462-1453

ATTACHMENT B - ALACHUA COUNTY SECTION 302 FACILITIES LIST 2010-2011

16463	WINDSTREAM COMMUNICATIONS - ALACHUA 14600 Main Street ALACHUA, FL 32615-	RANDY SOMMERS	386-454-2341
31929	LEVEL 3 COMMUNICATIONS - ARCHER 10329 SOUTHWEST 154 STREET - SUITE 600 ARCHER, FL 32618	KRISTEN LEAMER	717-932-4520
29510	MCI - HAWTFL 7400 SOUTHEAST 221 STREET HAWTHORNE, FL 32640-	GENMC	800-444-0902
23643	EUGENE MCGEHEE 26317 NORTHWEST 78 AVENUE HIGH SPRINGS, FL 32643-	EUGENE MCGEHEE	904-454-1618
9555	HIGH SPRINGS WATER TREATMENT PLANT 17380 NORTHWEST US HIGHWAY 441 HIGH SPRINGS, FL 32643-	HIGH SPRINGS FIRE	386-454-1415
33119	HIGH SPRINGS WASTEWATER TREATMENT FACILITY 25555 NORTHWEST 158 AVENUE HIGH SPRINGS, FL 32643-4928	HIGH SPRINGS POLICE	386-454-1415
34463	BURKHARDT DISTRIBUTING OF GAINESVILLE 6125 NORTHWEST 18 DRIVE GAINESVILLE, FL 32653-1641	DANIEL BURKHARDT	352-377-9092
9450	PERMA FIX OF FLORIDA 1940 NORTHWEST 67 PLACE GAINESVILLE, FL 32653-1692	KURT FOGLEMAN	352-395-1356
5175	BELLSOUTH TELECOMMUNICATIONS - 33465 25410 NORTHWEST 1ST AVENUE NEWBERRY, FL 32669	RAYMOND HORNE	904-350-2063

ATTACHMENT B - ALACHUA COUNTY SECTION 302 FACILITIES LIST 2010-2011

1744	CITY OF NEWBERRY- WASTEWATER TREATMENT PLANT 1905 SOUTHWEST 260 STREET NEWBERRY, FL 32669	BLAINE SUGGS	352-472-1537
1743	CITY OF NEWBERRY---1743 120 NORTHWEST 260 STREET NEWBERRY, FL 32669	BLAINE SUGGS	352-472-1537

Attachment C
FINANCIAL INVOICE FORM
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

COUNTY: Alachua County AGREEMENT #: 11-CP-03-03-11-01-000

	AMOUNT REQUESTED BY THE RECIPIENT	**AMOUNT APPROVED** BY THE DIVISION
1. First Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	$_____	$_____
2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	$_____	$_____
3. Final Payment(10% of contract amount) (approval, distribution & notification)	$_____	$_____
TOTAL AMOUNT	$_____	$_____

(To be completed by the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

_____ _____

Signature of Authorized Official/Title Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE $_____

(To be completed by the Division)

Attachment D

HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE

	FACILITY INFORMATION
	Facility Name {per Attachment B} **(Facility page)**
	Facility Physical address **(Facility page)**
	SERC Code identification number {per Attachment B, i.e. SERC#XXXXX} **(Department Field on Facility page)**
	Latitude & Longitude in degrees/minutes/seconds {i.e. 30.1917 - 84.3621} **(Map Data tab on Facility page)**
	Facility Emergency Coordinator name, title, phone # {including 24 hr. number} **(Contact tab on Facility page)**
	Transportation Route(s) {from county line to the facility} **(Notes tab on Facility page)**
	Evacuation Route(s) to exit the vulnerable zone **(Notes tab on Facility page)**
	Historical Accident Record {If none, please note} **(Notes tab on Facility page)**
	HAZARD IDENTIFICATION **(for each Extremely Hazardous Substance on site)**
	Proper chemical name(s) **(Chemical in Inventory page{s})**
	Chemical Abstract Service (CAS) number **(Chemical in Inventory page{s})**
	Natural physical state {i.e. mixture, pure, liquid, solid, gas} **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	Maximum quantity on-site in pounds **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	Amount in largest container or interconnected containers **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	Type and design of storage container(s) {i.e. cylinder, steel drum, carboy etc.} **(Chemical in Inventory page{s}, Location tab)**
	Nature of the hazard {i.e., acute, chronic, fire, pressure etc.} **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	VULNERABILITY ANALYSIS **(for each Extremely Hazardous Substance on site)**
	Estimate vulnerable zone {threat zone} radius **(bottom of Scenario page{s})**
	Facility Population {unmanned facilities minimum of one is required for maintenance personnel} **(ID Codes tab on Facility page)**
	Critical Facilities {name of facilities and max occupancy for each} [if none, please note] **(Notes tab on Scenario page{s})**
	Estimate Total Exposed Population(s) {facility + general population + critical facilities} **(Notes tab on Scenario page{s})**
	RISK ANALYSIS **(for each Extremely Hazardous Substance on site) (Scenario page{s})** **The three ratings {Risk Assessment} at the bottom of the SCENARIO PAGE(S) will meet the four requirements below**
	Rate probability of release {i.e., low, medium or high}
	Rate severity of consequences of human injury {i.e., low, medium or high}
	Rate severity of consequences of damage to property {i.e., low, medium or high}
	Rate severity of consequences of environmental exposure {i.e., low, medium or high}
	ON-SITE VISITS **(within the contract period)**
	Completed hazards analysis site visit certification form **(submitted electronically or hard copy)**
	Site plan map (submitted electronically) for each facility, with SERC code number and with sufficient detail to identify:
	Location of major building(s)
	Location of container(s) of Extremely Hazardous Substance(s)
	Location of major street(s) and entrance(s)
	North arrow

The data in the Facility Information, Hazard Identification, Vulnerability Analysis and Risk Analysis sections noted above shall be submitted electronically in a CAMEO*fm* version 2.1 zip file format.

Attachment E

FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

Name of Facility (Please print)

Name of County (Please print)

State Emergency Response Commission (SERC) Code

Name of Facility Representative (Please print)

Facility Representative Signature — Site Visit Date

Name of Inspector (Please print)

Inspector's Signature — Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Alachua County
Recipient's Name

11-CP-03-03-11-01-000
DCA Contract Number

January 11, 2011 Regular BOCC Meeting
Agenda Item #45

Title
Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment (Amended)

Amount
$38,458.00

Description
Request Approval of the Neighborhood Stabilization Program Notice to Proceed Amendment

Recommendation
Approve the proposed Neighborhood Stabilization Program Notice to Proceed Amendment

Alternative(s)
Amend and approve the proposed NSP Notice to Proceed Amendment

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
Notice to Proceed Amendment

Documents Requiring Action
Notice to Proceed Amendment

Executive Summary
This Notice to Proceed Amendment is a request to amend the construction contract for repairs being made to a foreclosed property purchased by Alachua County. This is one of twenty properties purchased through the Neighborhood Stabilization Program. Due to an extensive roof leak, there is a serious mold and mildew issue in the house. Therefore, the repairs required to abate the mold issue are extensive, and must be done to ensure the home is safe for habitation and will not pose any health risks to the occupant. There are sufficient NSP grant funds to cover the cost of these additional repairs.

Background
A contract for NSP home repairs was awarded to Rock Solid Builders, LLC. in the amount of $36,331 in August 2010. PBO3, an environmental testing and service company was hired to conduct a mold inspection of the property. PB03 provided in their report recommendations to remove all wallboard, all wood trim, cabinetry, all flooring, as well as all HVAC ducting. The contractor will also be decontaminating the block walls, all structural wood members, and concrete before installing new materials in the house.

Issues
This construction contract was originally signed by the County Manager, as the contract amount was below $50,000. As this Notice to Proceed Amendment increases the total amount of the contract to exceed $50,000, Board approval is required at this time.

Fiscal Recommendation
This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)
n/a

Funding Sources
Neighborhood Stabilization Program

Account Code(s)
203-6551-554.34-71

Attachment: Rock Solid CO for 38458.pdf

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # 1

NTP/Project 10DB-4X-03-11-01-F01

Contractor ROCK SOLID BUILDERS, LLC.

Encumbrance # 101459

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 1441 NE 20th Avenue Gainesville, Florida

Work Order Description: Completely remove & dispose of all flooring, tile, drywall, baseboards, trim, doors, jambs, insulation, duct work & HVAC system. Leave only structural framing/walls/trusses intact. Decontaminate all structural wood members, block walls, & concrete. Install new insulation, fire caulk, drywall, plaster, baseboards, vanity/sink, toilet, doors, knobs, jambs, flooring, tile, duct work & HVAC.

Deliverable(s): Chemicals for mold removal, insulation, fire caulk, duct work, HVAC system, furring strips, drywall, plaster, interior doors with jambs, knobs, baseboards, quarter round, vanity/sink, toilet, shelving, PVA primer for new drywall, tile for the entire house, additional plywood for the roof and all necessary nuts, bolts and screws to complete the project mentioned above. *See EXHIBIT B*

Original Work Order Price:	$36,331.00
Total of Prior Approved Changes	$0.00
Amount of this Change in Work Order Add (Deduct)	$38,458.00
New Work Order Price with Amendment:	$74,789.00

REC'D GROWTH MGMT
ALACHUA COUNTY, FL.
2010 DEC -3 AM 4:5

Original Completion Date

New Completion Date

Approval as to form Alachua County — LEE PINKOSON, CHAIR — Signature — Date

APPROVED AS TO FOR
APPROVED AS TO
ALACHUA
ALACHUA COUNTY A

Contractor — Signature — Date 12/03/10

Attorney — Signature — Date

ATTEST:
J. K. IRBY, CLERK

12/3/10

ROCK SOLID BUILDERS

COST ANANYSIS

1441 NE 20TH AVENUE
GAINESVILLE, FLORIDA

Subcontractors

Jonathan Dryer – Drywall Removal and Mold Abatement		$7,400.00
Godwin Green Roofing – additional roof repairs (original quotation $4,000. New Quote $5,800)		$1,800.00
Suncoast Insulation – Insulation		$3,640.00
All Rite Heating and Air – New system		$5,150.00
Premier Electrical – Electrical for Air Conditioning System		$ 565.00
Kent Hartlieb – New Drywall		$4,725.00
Total		$23,280.00
Contractor Profit and Overhead @ 10%	$2,328.00	$25,608.00

Contractor Additional Items as noted: (includes labor and materials)

Doors	$2,250.00
Door Knobs	$ 550.00
Interior Trim	$2,250.00
Flooring	$5,000.00
Shelving	$ 300.00
Bathroom Repairs and Replacement	$2,500.00
Total	$12,850.00

Total of Subcontractor and Contractor Additional Items $38,458.00

January 11, 2011 Regular BOCC Meeting
Agenda Item #46

Title
Rebuilding Together North Central Florida, Inc. Agreement (Amended)

Amount
$56,702.00

Description
Request Approval of the 2010-11 Agreement Between Alachua County and Rebuilding Together North Central Florida, Inc.

Recommendation
Approve the FY10/11 Agreement between Alachua County and Rebuilding Together North Central Florida, Inc. and authorize the Chair to sign.

Alternative(s)
Disapprove the FY10-11 Agreement between Alachua County and Rebuilding Together North Central Florida, Inc.

Requested By
Elmira K Warren/Lee Roberts/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
2010-11 Agreement (two copies) between Alachua County and Rebuilding Together North Central Florida, Inc

Documents Requiring Action
2010-11 Agreement between Alachua County and Rebuilding Together North Central Florida, Inc

Executive Summary
This is an Agreement between Alachua County and Rebuilding Together North Central Florida, Inc. for FY10/11.

Background
Rebuilding Together North Central Florida provides poverty reduction services to Alachua County residents through its Housing Rehabilitation and Community Weatherization Coalition programs. The rehabilitation program conducts repairs on substandard homes in Alachua County. The Weatherization Program conducts energy audits, povides and installs weatherization improvements and educates home occupants on energy-saving measures.

Issues
The funding for this non-profit organization's substandard housing improvement programs was approved by the Board as part of the FY10/11 Budget.

Fiscal Recommendation
Recommend approval of the FY10/11 Agreement between Alachua County and Rebuilding Together North Central Florida, Inc. since funds were approved in the 2010-11 Budget.

Fiscal Alternative(s)
Disapprove the Agreement between Alachua County and Rebuilding Together North Central Florida, Inc. and use budgeted funds in other areas.

Funding Sources
General Fund

Account Code(s)
001-2903-569.82-15

Attachment: Rebuilding Together CAPP final.pdf

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND REBUILDING TOGETHER NORTH CENTRAL FLORIDA, INC.

THIS AGREEMENT, made and entered into this 11th day of January, A.D., 2011 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and Rebuilding Together North Central Florida, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Rebuilding Together North Central Florida, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the programs, **Housing Rehabilitation** and **Community Weatherization Coalition**, and their services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Housing Rehabilitation** and **Community Weatherization Coalition** programs and their services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Fifty-Six Thousand Seven Hundred and Two Dollars ($56,702.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Rebuilding Together North Central Florida, Inc.
4550 SW 41st Blvd., Suite 2
Gainesville, FL 32608

Section 4. **Audit, Records, and Reporting:**

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Melisa Miller, Executive Director
Rebuilding Together North Central Florida, Inc.
4550 SW 41st Blvd., Suite 2
Gainesville, FL 32608

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. Indemnification:

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or

liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best

efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Chair, Board of County Commissioners

LEE PINKOSON, CHAIR

ATTEST:

J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

WITNESS:

By: Robert Costello

Print: Robert Costello

Title: President - RTNCF

AGENCY REPRESENTATIVE:

By: Melissa L. Miller

Print: Melisa L. Miller

Title: Executive Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports Schedule
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model
4. Attachment D – Program Performance Outcome Report
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Rebuilding Together North Central Florida**

Program: **Housing Rehabilitation**

Total Amount of Agency Award: $ 56,702

A. Brief Program Description: Rebuilding Together NCF is a home repair organization dedicated to addressing the substandard housing needs in North Central Florida. We strive to increase safety, security and wellbeing for low-income residents by providing a tangible place for volunteers to get involved in rebuilding efforts. Volunteers of all skill levels are trained to help meet significant housing requirements in the area. Home repair allows low-income residents to remain in their homes and communities, giving them a firm foundation for a successful life.

B. How will CAPP funds be expended?

- Salary/Payroll/Benefits, including AmeriCorps member cost share
- Program supplies and materials
- Office supplies related to program needs
- Gasoline for program related travel
- Volunteer training
- Home repair and housing rehabilitation services
- Professional fees and contracted services (related to direct service only)

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Rebuilding Together North Central Florida	**Program: Housing Rehabilitation**

Name, Title & E-Mail of Person Completing Report:

Melisa L. Miller, Executive Director, Miller@RebuildingTogetherNCF.org

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)
☐ July 1-Sept. 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

Program Description: Rebuilding Together NCF is a home repair organization dedicated to addressing the substandard housing needs in North Central Florida. We strive to increase safety, security and wellbeing for low-income residents by providing a tangible place for volunteers to get involved in rebuilding efforts. Volunteers of all skill levels are trained to help meet significant housing requirements in the area. Home repair allows low-income residents to remain in their homes and communities, giving them a firm foundation for a successful life.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
The Home Repair program will require the following resources to carry out its activities: • 2 staff members- A Construction Coordinator and a Volunteer Coordinator • Trained volunteers- skilled and unskilled-from the community • Construction supplies and materials and storage space • Partners: referral sources, corporate sponsors, skilled volunteers, case management organizations.	To address the needs of low-income families, the Home Repair program will: 1.) Preserve affordable homeownership and create safe and healthy homes by providing critical home repair and modifications. 2.) Create community interaction by connecting neighbors and training volunteers to fill a tangible need in their community. 3.) Educate homeowners on basic home maintenance skills to protect the return on investment and allow them to continue in safe and healthy living conditions.	The Home Repair program will accomplish the following: 1.) 7 low-income households will have safer living conditions, increased property value, pride and responsibility in ownership–a lasting change in their lives. 2.) Over 90 volunteers will be trained and placed on 7 worksites and will gain meaningful relationships with their neighbors and general construction skills. 3.) 7 households will receive personalized home-maintenance training from skilled volunteers or staff.	The Home Repair program will lead to the following results: 1.) 7 homes will be repaired for low income homeowners. 2.) 7 households will have the resources to maintain their homes in more effective, long-lasting ways.

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: Rebuilding Together North Central Florida	**Program: Housing Rehabilitation**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)
☐ July 1-Sept. 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1.) 7 homes will be repaired for low income homeowners.	7 homes selected from Alachua county, volunteer teams assigned, materials purchased and work completed.	Homeowner agreement form and project closeout forms satisfactorily completed.	100% of participants will be involved in program measurement.	Each project requires these data to be collected. Projects will be completed throughout the year.
2.) 7 households will have the resources to maintain their homes in more effective, long-lasting ways	Project leaders or staff members will deliver general home-maintenance materials to homeowners explaining specific repairs being made to the home and highlighting ways to preserve the integrity of those repairs.	Project closeout forms satisfactorily completed and homeowner surveys returned to RTNCF office.	100% of participants will be asked to participate in program measurement.	Each project requires these data to be collected. Projects will be completed throughout the year.

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Rebuilding Together North Central Florida**

Program: **Community Weatherization Coalition**

Total Amount of Agency Award: $ 56,702.00

A. Brief Program Description: Rebuilding Together North Central Florida proposes to expand the Community Weatherization Coalition's services by offering free energy audits, weatherization improvements and energy efficiency education to additional low-income families (defined as not exceeding 125% of the Federal Poverty Guidelines) in Alachua County. Services at homes will be offered Monday-Sunday, while office hours will be 9 am – 5 pm, Monday-Friday, during the 12-month grant period.

B. How will CAPP funds be expended?

- Salary/payroll taxes/benefits
- Program supplies
- Office supplies related to program needs
- Gasoline for program related travel
- Volunteer training
- Audit, weatherization and repair services
- Professional fees and contracted services (related to direct service only)

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Rebuilding Together North Central Florida	**Program: Community Weatherization Coalition**

Name, Title & E-Mail of Person Completing Report:

Melisa L. Miller, Executive Director, Miller@RebuildingTogetherNCF.org

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)
☐ July 1-Sept. 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

Program Description: The Community Weatherization Coalition (CWC) program strives to act as a vehicle to reduce the use of natural resources in the community. The CWC will use CAPP funding to provide energy audits, education, volunteer training and management, and further weatherization services to those in need in Alachua County.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
The CWC program will require the following resources to carry out its activities: - Trained volunteer energy auditors - A Volunteer Coordinator (FTE) - Weatherization materials, supplies and storage space	To address the needs of low-income families, the CWC program will: - Conduct home energy audits - Perform weatherization improvements - Review home energy consumption - Educate families on ways to reduce energy consumption - Teach families simple home maintenance skills	The CWC program will accomplish the following: - 45 home energy audits - Weatherization improvements on 45 homes - 45 home energy consumption reviews - 45 households educated on ways to reduce energy consumption - 45 families taught simple home maintenance skills	1. Decrease by an average of 15% the energy consumption of 45 low-income households who are assisted through the CWC program. 2. For at least 90% of the families assisted, increase their understanding of the relationship between energy consumption and energy bills. 3. For at least 90% families assisted through CWC, increase the family's knowledge and ability to perform simple home maintenance tasks, such as replacing furnace filters.

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: Rebuilding Together North Central Florida	**Program: Community Weatherization Coalition**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)
☐ July 1-Sept. 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. Decrease by an average of 15% the energy consumption of 45 low-income households who are assisted through the CWC program.	Reduced home energy bills	Pre- and post-audit analyses of actual home energy consumption measured by comparing data from utility provider.	100% of participants will be involved in program measurement.	Energy consumption is tracked over a year's time.
2. For at least 90% of the families assisted, increase their understanding of the relationship between energy consumption and energy bills.	Reduced home energy consumption on bills.	Family interviews and surveys pre and post audit. Households are survey periodically for up to a year after servicing.	100% of participants will be asked to participate in program measurement.	Households participate in surveys collected 3-4 times: 1. Pre-audit 2. Post audit (1-2 wks. after) 3. Post Audit (6 months after) 4. Post audit (1 yr. after)
3. For at least 90% families assisted through CWC, increase the family's knowledge and ability to perform simple home maintenance tasks, such as replacing furnace filters.	Knowledge of predetermined basic home maintenance tasks	Family interviews and surveys pre and post audit. Households are survey periodically for up to a year after servicing.	100% of participants will be asked to participate in program measurement.	Households participate in surveys collected 3-4 times: 1. Pre-audit 2. Post audit (1-2 wks. after) 3. Post Audit (6 months after) 4. Post audit (1 yr. after)

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:

- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. **Explanation of Results** - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) **Outcome # 1**
Successes:
Challenges:
Adjustments:

b) **Outcome # 2**
Successes:
Challenges:
Adjustments:

c) **Outcome # 3**
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF <u>UNDUPLICATED</u>:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ EFT

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	**Program:**

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		**EDUCATIONAL FIELD TRIPS**
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		**PREVENTION CLASSES**
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		**VEGETABLE GARDENING**
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:
	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:
	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless
	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:
	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		DAY PROGRAMS (Al'z Place, ARC & EasterSeals)
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (For events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

January 11, 2011 Regular BOCC Meeting
Agenda Item #47

Title
United Way of North Central Florida, Inc. Agreement 2010-11 (Amended)

Amount
$103,502.00

Description
Request Approval of the 2010-11 Agreement Between Alachua County and United Way of North Central Florida, Inc.

Recommendation
Approve the FY10/11 Agreement between Alachua County and United Way of North Central Florida, Inc. and authorize the Chair to sign.

Alternative(s)
Disapprove the FY10-11 Agreement between Alachua County and United Way of North Central Florida, Inc

Requested By
Elmira K Warren/Lee Roberts/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
2010-11 Agreement (two copies) between Alachua County and United Way of North Central Florida, Inc

Documents Requiring Action
2010-11 Agreement between Alachua County and United Way of North Central Florida, Inc

Executive Summary
This is an Agreement between Alachua County and United Way of North Central Florida, Inc. for FY10/11.

Background
United Way of North Central Florida provides poverty reduction services to Alachua County residents through its Weekend Hunger Backpack and School-Based Dental Sealant programs. The agency provides and distributes backpacks of food to at-risk-for-hunger elementary students and other children residing in the home. The Dental Sealant program provides preventative oral health services and treatment to children in targeted elementary and middle schools and Head Start programs.

Issues
The funding for this non-profit organization's poverty reduction programs was approved by the Board as part of the FY10/11 Budget.

Fiscal Recommendation
Recommend approval of the FY10/11 Agreement between Alachua County and United Way of North Central Florida, Inc. since funds were approved in the 2010-11 Budget.

Fiscal Alternative(s)
Disapprove the Agreement between Alachua County and United Way of North Central Florida, Inc. and use budgeted funds in other areas.

Funding Sources
General Fund

Account Code(s)
001-2903-569.82-10

Attachment: United Way Capp Final.pdf

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND UNITED WAY OF NORTH CENTRAL FLORIDA, INC.

THIS AGREEMENT, made and entered into this 11th day of January, A.D., 2011 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and United Way of North Central Florida, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, United Way of North Central Florida, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the programs, **Weekend Hunger Backpack** and **School-Based Dental Sealant**, and their services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Weekend Hunger Backpack** and **School-Based Dental Sealant** programs and their services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***One Hundred Three Thousand Five Hundred and Two Dollars ($103,502.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

United Way NCFL
6031 NW 1st Place
Gainesville, FL 32607-2025

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. **Default and Termination**:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. **Monitoring:**

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Karen Bricklemyer, President & CEO
United Way NCF
6031 NW 1st Place
Gainesville, FL 32607-2025

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. **Assignment of Interest**:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. **Independent Contractor:**

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. **Indemnification:**

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or

liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best

efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Chair, Board of County Commissioners

LEE PINKOSON, CHAIR

ATTEST:

J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

AGENCY:

WITNESS:

By:

Print:

Title: Director, Impact & Investments

By: KAREN BRICKLEMYER

Print:

Title: PRESIDENT + CEO

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **United Way of North Central Florida**

Program: **Weekend Hunger Backpack**

Total Amount of Agency Award: $ 103,502

A. Brief Program Description:

The primary goal of the United Way Weekend Hunger Backpack Program is to reduce chronic child hunger by distributing food to children who exhibit signs of chronic hunger over weekends during the academic school year. The program works to address the issue of weekend hunger by providing wheeled backpacks full of nutritious, child-friendly food for children identified as chronically hungry and their school-aged siblings. The current program accomplishes this goal by:

1) Identifying school children facing chronic hunger in Alachua County elementary public schools,
2) Assessing the food needs of the child's family, and
3) Sending home backpacks filled with enough food every Friday for the identified child and other dependent siblings in the household.

The program provides backpacks of nutritious food to students at local elementary schools who have been identified by guidance counselors and/or other social service agencies as children who are exhibiting signs of or at-risk of chronic hunger and would otherwise go hungry over the weekend. Each week, volunteers fill the backpacks with specific food items at the school. On Friday, the backpacks are discretely distributed to students identified. Each school provides a storage closet and shelves that serve as a school-based food pantry. Volunteers help to collect food, purchase backpacks, and volunteer to fill the backpacks and/or restock the pantry shelves each week. The program, simple yet impactful, is centered around a three-step approach to delivering services through local elementary schools:

1. **Identify** – School staff (teachers, administrators, and school nurses) and/or social service agency representatives determine which students should be enrolled in the Weekend Backpack Program.
2. **Contact** – Parental permission is necessary before a child can receive any food. Participating schools identify staff who coordinate the Weekend Backpack Program activities at the school level.
3. **Distribute** – Each week during the academic year, volunteers arrive at participating schools and/or partner sites at a regularly scheduled time to fill the backpacks. Volunteers fill the anonymous backpacks with food items (canned meats, juices, dry and canned pasta, snacks, etc.) and adjust the quantity of each item based on the number of children in the home (found on the label of the backpack) and the typical serving sizes on the items.

B. How will CAPP funds be expended? Note: Unless a staff position does not devote 100% of work time to the CAPP-sponsored program, you do not need to include percentages for staff salaries.

In addition to expanding the number of children served, CAPP funds will allow United Way to expand the scope of the program, connecting backpack receiving children and their families to other community organizations and services.

The CAPP funds awarded for the program expansion will be spent on:

- **Program salary(ies) and benefits**
- **Work-study students to assist with daily program operations,**
- **Start-up costs for food, backpacks, and training materials at each of an additional two (2) school-based sites and the homeless project.**

As a result of CAPP funding, Weekend hunger backpack programs will be offered in Rawlings, Metcalfe, Shell and Lake Forest Elementary schools, as well as to 20 homeless families in Alachua County.

CAPP funds will leverage other in-kind resources in the form of storage space, food, and program coordination. Specifically, the each school will provide storage closets and shelving for school pantries. Each school will also provide staff and volunteers to assist with participant eligibility recruitment, screening, and tracking. Bread of the Mighty Food Bank will provide storage space and assistance with program coordination.

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: United Way of North Central Florida	**Program: Weekend Hunger Backpack**

Name, Title & E-Mail of Person Completing Report:

Karen Bricklemyer, President & CEO; kbricklemyer@unitedwayncfl.org

Reporting Period:

- [X] Contract
- [ ] Revision
- [ ] Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
- [ ] Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
- [ ] April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)
- [ ] July 1-Sept 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

Program Description:

The United Way Weekend Hunger Backpack Program is focused on reducing chronic child hunger over weekends during the academic school year. The program accomplishes this by identifying school children facing chronic hunger in Alachua County public schools, assessing the food needs of the child's family, and sending home backpacks filled with enough food every Friday for the identified child and other dependent siblings in the household. Our goal is to alleviate the weekend hunger issues of food-insecure elementary school children and increase financial stability for their families. This is accomplished by:

- Providing nutritionally balanced food for children to take home on weekends
- Providing food support to families for long weekends and school breaks
- Referring parents to other services and programs for which they may be eligible

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
• 1.0 FTE Program Coordinator • 10 Work-Study Students • Child-friendly, Shelf-stable food • Wheeled backpacks (one per family) • Food Storage Space • Transportation for food delivery to schools • Resource referral documents (brochures, flyers, etc.) • Training materials (binders, paper, etc.) • Partners and Volunteers (churches, businesses, civic organizations, student groups, etc.) to fill backpacks and maintain inventory of food at schools	• Train school personnel and volunteers • Needs assessment and eligibility determination surveys with teachers and families • Identify students • Recruit and manage volunteers to fill backpacks and stock shelves each week for 36 weeks • Conduct food drives • Purchase food and supplies • Data collection and record-keeping related to family demographics, participant tracking, food drives, food and supply purchasing, and weekly food distribution • Outreach presentations to businesses, churches, civic groups and student groups • Referrals families for other services through United Way 2-1-1 (Holiday needs list, VITA, SNAP/Benefits enrollment)	• 115 families that receive weekly backpacks • 62,100 meals provided to 345 chronically hungry children (depends upon number of children in home [# of total kids served each week X 30 weeks X 6 meals) • 460 referrals to families for other services through United Way (4 per family) • At least 25 presentations to potential community partners and supporters • 50,000 lbs of food obtained through community food drives	1. 100% of targeted children and families will receive food over the weekends for 30 weeks during the school year. 2. 95% of children will present with decreased physical indicators of chronic hunger (extreme thinness, puffy or swollen skin, chronically dry/cracked lips, chronically dry/itchy eyes, chronic sickness, etc.), particularly on Monday mornings 3. 95% of children will present with decreased behavioral indicators of chronic hunger (saving/hoarding/stealing food, asking classmates and teachers for food, eating quickly and requesting seconds, rushing food lines, increased attentiveness in classroom, etc), particularly on Monday mornings

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: United Way of North Central Florida	**Program: Weekend Hunger Backpack**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)
☐ July 1-Sept 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. 345 targeted children and 115 families will receive food over the weekends for 30 weeks during the school year.	85% of Weekend Hunger Backpacks delivered each week	Record backpack distribution on a tracking form to monitor number of backpacks delivered each week. Enter data into computer database on monthly basis.	100% of targeted families will be tracked.	Distribution data will be collected weekly and entered into a database on a monthly basis.
2. Children will present with decreased physical indicators of chronic hunger (extreme thinness, puffy or swollen skin, chronically dry/cracked lips, chronically dry/itchy eyes, chronic sickness, etc.), particularly on Monday mornings	Improvements in at least one physical chronic hunger indicator (extreme thinness, puffy or swollen skin, chronically dry/cracked lips, chronically dry/itchy eyes, chronic sickness, etc.)	Pre and post surveys given to teachers and other potential referrers assessing potential differences in chronic hunger indicators identified on referral sheet	Surveys will be completed by 100% of referrers for 100% of targeted children.	Pre and post surveys will be administered at the beginning and end of the school year.
3. Children will present with decreased behavioral indicators of chronic hunger (hoarding/stealing food,	Improvements in at least one behavioral chronic hunger indicator (hoarding/stealing food, asking classmates and	Pre and post surveys given to teachers and other potential referrers assessing potential differences in	Surveys will be completed by 100% of referrers for 100% of targeted children.	Pre and post surveys will be administered at the beginning and end of the school year.

asking classmates and teachers for food, eating quickly and requesting seconds, rushing food lines, increased attentiveness in classroom, etc), particularly on Monday mornings	teachers for food, eating quickly and requesting seconds, rushing food lines, increased attentiveness in classroom, etc)	chronic hunger indicators identified on referral sheet		

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: United Way of North Central Florida

Program: Seal and Smile School Based Dental Sealant

Total Amount of Agency Award: $103,502

A. Brief Program Description:

This program will provide preventative oral health services to children in targeted elementary and middle schools, and head Start programs in Alachua County that have been prioritized in collaboration with school district administrators and social services agencies, in east and rural Alachua County. The target communities have the highest number of children living in poverty. The population does not receive pediatric dental services. The program will provide dental screening and preventative care and treatment for Medicaid-eligible children and children from working poor families who are underinsured or not insured. The program will provide a mechanism for informing and training pediatric medical and dental students, and obtain data necessary for affecting state policy change and obtaining additional resources and funding.

B. How will CAPP funds be expended?

- **Program Staff Salary & Benefits**

The program coordinator will be responsible for the day to day operations of the project, including interactions with the schools and community organizations, coordination and scheduling of project staff and approximately UF volunteer dental and medical students, and regular communications with all partner agencies, including UF Dental and Medical College staff, Oral health America, School Board of Alachua County, and other involved United Way staff. The program coordinator will work with school staff and parents/caregivers of all children participating in the program to obtained informed consent for care and schedule program implementation dates.

- **Service Delivery, Items and Education**

Sealant, etch, bond, fluoride varnish, disposable hand mirrors, cotton rolls, oral hygiene aids, toothbrushes, toothpaste, educational materials, necessary miscellaneous program materials needed for children at Rawlings, Metcalfe and Shell Elementary; Bishop and Lincoln Middle and Head Start.

- **Oral Health Provider**

To assist with supervision of dental students and provision of direct services/treatments; Florida Department of Health's Value of Services rates for this position is $200 per hour.

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: United Way of North Central Florida	**Program:** Seal and Smile School Based Dental Sealant Program

Name, Title & E-Mail of Person Completing Report: Karen Bricklemyer, CEO

Reporting Period:

- **X** Contract
- ☐ Revision
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ July 1-Sept 30, 20____ (Due: October 15, along with Schedules K-2, L. Agency Financial Statement & End-of-Year Report)

Program Description: The **Seal and Smile** project will provide preventive dental care and treatment to **1014** Medicaid-eligible children and children from working poor families in Alachua County Head Start, elementary, and middle schools who are not insured. Children will receive preventive services at their local schools; teachers and parents will receive educational materials for post project follow-up. Volunteer dental students and professionals from the University of Florida and local pediatric private practice dentists will provide free and/or reduced cost treatment for children. United Way of North Central Florida will convene volunteers, coordinate, manage, and report on outcomes of the project.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
• .12 FTE Program Coordinator • 80 UF dental and medical students • Oral Health Providers and UF Faculty to supervise UF students and provide direct services to children • Funds from Oral Health America, CAPP, United Way to purchase equipment, supplies, program coordination • Equipment (portable chairs, lights, etc.) • Supplies (varnish, sealant, cotton balls, etc.) • Space at school • Transportation of equipment and students to schools • Resource referral documents (brochures, flyers, etc.) • Partners and Volunteers (churches, businesses, civic organizations, student groups, health and social service agencies, etc.) to advocate for oral health needs of children with public policy makers	• Needs assessment/ eligibility determination surveys with teachers and families • Identify students; send parent consents home • Obtain signed parent consent forms • Schedule school clinic days • Train dental and medical students • Purchase equipment and supplies • Screen children and apply fluoride varnish and/or sealants • Refer students in need of further treatment to appropriate site • Data collection and record-keeping related to family demographics, participant tracking, services provided, attitudes/skills of dental and medical students • Outreach presentations to businesses, churches, civic groups and student groups Referrals families for other services through United Way 2-1-1 (Holiday needs list, VITA, SNAP/Benefits enrollment)	• 797 children screened • 797 children receive preventive services • 797 children received toothpaste and toothbrushes • 797 children receive educational materials • Teachers and school staff receive educational materials to reinforce and encourage on-going dental hygiene among children. • Parents receive educational materials 80 dental and medical students participate in public health clinic opportunities at school sites	• At least 85% of targeted children who are currently not receiving dental care will receive dental screening, fluoride varnish and/or sealants • At least 85% of children, parents, and teachers will have increased awareness of the need for good dental hygiene.

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: United Way of North Central Florida	Program: Seal and Smile School Based Dental Sealant Program

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)
☐ July 1-Sept 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

OUTCOME - List from Schedule K-1	INDICATOR – what shows participant goal status	MEASUREMENT TOOL/APPROACH – tools used to measure Indicators	SAMPLING STRATEGY AND SAMPLE SIZE – simple or random	FREQUENCY AND SCHEDULE OF DATA COLLECTION – when/how often the measurement tools are used
1. At least 85% of targeted children who are currently not receiving dental care will receive dental screening, fluoride varnish and/or sealants, toothbrushes, toothpaste, and educational materials	# of returned parent consent forms # of children who receive services Score on Basic Screening Survey	Parent consent forms Service delivery intake and tracking forms Basic Screening Survey (BSS)	100% of targeted families will be screened and tracked	Data will be collected throughout the year and entered into a database on a quarterly basis.
2. At least 85% of children, parents, and teachers will have increased awareness of the need for good dental hygiene.	% of correct responses on surveys and measures of preventative oral health care knowledge that have been developed by the American Dental Association.	Surveys administered to children, parents, and teachers after participation in the program.	Surveys will be completed by 100% of teachers and children. Surveys will be completed by at least 85% of parents.	Surveys will be administered at the beginning and end of the school year.

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:

- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. **Explanation of Results** - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) **Outcome # 1**
Successes:
Challenges:
Adjustments:

b) **Outcome # 2**
Successes:
Challenges:
Adjustments:

c) **Outcome # 3**
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ EFT

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	Program:

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	FOOD		DENTAL CARE
	# families who received weekly backpacks		Initial Assessments (# children receiving)
	# children who received weekly backpacks		# children received preventive services
	# total children served by weekly backpack food		# children received toothpaste and toothbrushes
			# children received educational materials
	FOOD DONATIONS		# parents received educational materials
	# community agencies/groups who donated food		# dental/medical students participating in program at school sites
	Lbs. of food obtained through community food drives		**OUTREACH**
	# meals (food poundage conversion)		# presentations to potential community partners and supporters
			# attendees

List of Agencies/Community Groups (Private & Non-Profit) Who Donated Food:	

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

ALACHUA COUNTY SCHOOLS SERVED:	OTHER PROGRAM GOODS/SERVICES DELIVERED:
Name of School/Percentage of Students on Free or Reduced Lunch/Percentage of Students Receiving Weekly Backpacks:	
/ /	
/ /	

January 11, 2011 Regular BOCC Meeting
Agenda Item #48

Title
Gainesville Harvest Inc. FY2010-11 Agreement (Amended)

Amount
$72,002.00

Description
Request Approval of the FY2010-11 Agreement between Alachua County and Gainesville Harvest Inc.

Recommendation
Approve the FY2010-11 Gainesville Harvest, Inc. Agreement and authorize the Chair to sign.

Alternative(s)
Disapprove the FY2010-11 Gainesville Harvest, Inc. Agreement

Requested By
Elmira K Warren/Lee Roberts/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
FY2010-11 Agreement between Alachua County and Gainesville Harvest, Inc.

Documents Requiring Action
FY2010-11 Agreement (two copies) between Alachua County and Gainesville Harvest, Inc.

Executive Summary
This is an Agreement between Alachua County and Gainesville Harvest, Inc. for FY2010/11.

Background
Gainesville Harvest, Inc. provides basic assistance poverty reduction services to Alachua County residents through its Surplus Food Redistribution program. The program secures primarily perishable foods from restaurants, grocery stores, hospitals and other donors and distributes the food to multiple community recipient sites, who in turn distribute to limited-resource individuals and families

Issues
The funding for this non-profit organization's food program was approved by the Board as part of the FY2010-11 Budget.

Fiscal Recommendation
Approve of the Gainesville Harvest, Inc. FY2010-11 Agreement, since funds were approved in the FY2010-11 Budget.

Fiscal Alternative(s)
Disapprove the Gainesville Harvest, Inc. FY2010-11 Agreement and use budgeted funds in other areas.

Funding Sources
General Fund

Account Code(s)
001.2903-569.82-91

Attachment: Gville Harvest CAPP Final.pdf

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND GAINESVILLE HARVEST, INC.

THIS AGREEMENT, made and entered into this 11th day of January, A.D., 20 11 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and Gainesville Harvest, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Gainesville Harvest, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **Surplus Food Redistribution**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Surplus Food Redistribution** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Seventy-Two Thousand and Two Dollars ($72,002.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Gainesville Harvest, Inc.
7257 NW 4th Blvd, PMB #114
Gainesville, FL 32607

Section 4. **Audit, Records, and Reporting:**

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Frances Leslie, Executive Director
Gainesville Harvest, Inc.
7257 NW 4th Blvd, PMB #114
Gainesville, FL 32607

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. Indemnification:

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or

liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best

efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Chair, Board of County Commissioners

LEE PINKOSON, CHAIR

ATTEST:

J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

WITNESS:

By: Sandra J. Kolb

Print: Sandra J. Kolb

Title: Board Chairman

AGENCY REPRESENTATIVE:

By: Frances M. Leslie

Print: Frances M. Leslie

Title: Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports Schedule
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model
4. Attachment D – Program Performance Outcome Report
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Gainesville Harvest, Inc.**

Program: **Surplus Food Redistribution**

Amount of Award: $72,002

A. Brief Program Description: "Surplus Food Redistribution" aims to reduce hunger in Alachua County by redistributing surplus food from those with abundance to those with little. This program oversees the entire redistribution process from food donors to program participants ensuring the output of the process is 15 times more valuable than the cost of the process. We directly oversee the entire relief process, assuring that food gets to people that need it the most. The program encourages self-sufficiency through "Sweat Equity" programs. Additionally, nutrition is stressed through Faithfully Fit programs.

B. How will CAPP funds be expended?

CAPP funds will be used for:

- Program Staff salaries/wages/benefits
- Supplies, including mandatory disposable pans
- Storage space rental for food/ food related supplies
- Maintenance and gasoline for delivery vehicle(s)
- Miscellaneous program supplies, as approved by CAPP Manager

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: Gainesville Harvest, Inc.	**Program: Surplus Food Redistribution**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)
☐ July 1-Sept 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. Redistribute over 700,000 lbs. of food to recipient sites.	Pounds of Food Donated	Weight scales at each recipient site are used to weigh newly delivered food and weight is entered in "Poundage Log."	All food delivered by Gainesville Harvest and received at recipient site	Daily
2. Supervise the distribution of 200,000 meals.	Meals Served	Recipient sites write daily meals served in log.	All participants	Daily

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Gainesville Harvest, Inc.	**Program: Surplus Food Redistribution**

Name, Title & E-Mail of Person Completing Report: Evan Pitts, Secretary, evan.pitts@alarionbank.com

Reporting Period:

- **X** Contract
- ☐ Revision
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ July 1-Sept 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

Program Description: "Surplus Food Redistribution" aims to reduce hunger in Alachua County by redistributing surplus food from those with abundance to those with little. This program oversees the entire redistribution process from food donors to program participants ensuring the output of the process is 15 times more valuable than the cost of the process. We directly oversee the entire relief process, assuring that food gets to people that need it the most. The program encourages self-sufficiency through "Sweat Equity" programs. Additionally, nutrition is stressed through Faithfully Fit programs.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Executive Director Van/Truck Driver Board of Directors Volunteers Community Partners • Commercial Food Donors • Farmers • Recipient Agencies/Sites Grant & Fundraising Money Office & Warehouse Space Van & Refrigerated Truck	Food Donor Coordination Food Pick up & Transport Food Delivery & Supervision Self-Sufficiency Education	Number of Donor Sites Pounds of Food Donated Number of Recipient Sites Number of Meals Served Number of Active Self-Sufficiency Programs Number of Self-Sufficiency Program Participants	1. Redistribute over 700,000 lbs. of food to recipient sites. 2. Supervise the distribution of over 200,000 meals.

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:

- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF <u>UNDUPLICATED</u>:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	**Program:**

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		EDUCATIONAL FIELD TRIPS
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		PREVENTION CLASSES
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		VEGETABLE GARDENING
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		DAY PROGRAMS (Al'z Place, ARC & EasterSeals)
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (For events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

January 11, 2011 Regular BOCC Meeting
Agenda Item #49

Title
Elder Care of Alachua County, Inc., 2010-11 Agreement (Amended)

Amount
$117,806.00

Description
Request Approval of the FY2010-11 Agreement between Alachua County and Elder Care of Alachua County, Inc.

Recommendation
Approve the FY2010-11 Elder Care of Alachua County, Inc. Agreement and authorize the Chair to sign.

Alternative(s)
Disapprove the FY2010-11 Elder Care of Alachua County, Inc. Agreement

Requested By
Elmira K Warren/Lee Roberts/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
FY2010-11 Agreement (two copies) between Alachua County and Elder Care of Alachua County, Inc.

Documents Requiring Action
FY2010-11 Agreement between Alachua County and Elder Care of Alachua County, Inc.

Executive Summary
This is an Agreement between Alachua County and Elder Care of Alachua County, Inc. for FY2010/11.

Background
Elder Care of Alachua County, Inc. provides poverty reduction services to Alachua County residents through its Older Americans Act (OAA) and Alzheimer's Disease Intitiative (Al'z Place) programs. The OAA program provides seniors with at-home meals (Meals on Wheels), congregate mealsites, in-home services, and educational and recreational activities. Al'z Place provides adult day services in a medically-supervised setting for persons suffering from Alzheimer's.

Issues
The funding for this non-profit organization's programs was approved by the Board as part of the FY2010-11 Budget.

Fiscal Recommendation
Recommend approval of the Elder Care of Alachua County, Inc. FY2010-11 Agreement, since funds were approved in the FY2010-11 Budget.

Fiscal Alternative(s)
Disapprove the Elder Care of Alachua County, Inc. FY2010-11 Agreement and use budgeted funds in other areas.

Funding Sources
General Fund

Account Code(s)
001.2903-569.82-92

Attachment: Elder Care CAPP Final.pdf

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND ELDER CARE OF ALACHUA COUNTY, INC.

THIS AGREEMENT, made and entered into this 11th day of January, A.D., 2011 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and Elder Care of Alachua County, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Elder Care of Alachua County, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the programs, **Older Americans Act** and **Alzheimer's Disease Initiative**, and their services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Older Americans Act** and **Alzheimer's Disease Initiative** programs and their services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. **Term:**

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***One Hundred Seventeen Thousand Eight Hundred and Six Dollars ($117,806.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Elder Care of Alachua County, Inc.
3515 NW 98th St.
Gainesville, FL 32606

Section 4. **Audit, Records, and Reporting:**

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. **Default and Termination:**

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. **Monitoring:**

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Anthony Clarizio, Executive Director
Elder Care of Alachua County, Inc.
3515 NW 98th St.
Gainesville, FL 32606

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contracts

Section 9. **Assignment of Interest**:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. **Independent Contractor**:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. **Indemnification:**

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all

losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. <u>Laws & Regulations:</u>

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best

efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Chair, Board of County Commissioners

ATTEST:

J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

AGENCY:

WITNESS:

By:

Print: Charles Anchors

Title: Director of Finance

By:

Print: Anthony Clarizio

Title: Executive Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: ELDERCARE OF ALACHUA COUNTY, INC.

Program: OLDER AMERICANS ACT

Total Amount of Agency Award: $ 117,806

A. Brief Program Description: Older Americans Act (OAA) programs provide seniors with meals, in-home services, education and recreational activities designed to promote good health and quality of life and helps reduce poverty and related stresses by providing services that would otherwise need to be paid for out of pocket (such as daily meals). ElderCare uses OAA funds to operate congregate mealsites, social centers that allow seniors to have a nutritionally balanced meal while interacting with peers. The funding also provides home delivered meals and other home based services designed to keep seniors home and independent at no cost to them. The Older Americans Act programs are provided Monday-Friday and meals are served at mealsites or delivered to homes between 10:30 AM and 2:30 PM. Program will run for the entire grant period of Oct 1, 2010 through Sept 30, 2011.

B. How will CAPP funds be expended?

- Program staff salary and benefits, including the sewing instructor
- Maintenance and supplies needed for the sewing instruction for the mealsite clients;
- Maintenance of the vehicles used to deliver meals to homebound seniors.

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: ELDERCARE OF ALACHUA COUNTY, INC.	Program: OLDER AMERICANS ACT

Name, Title & E-Mail of Person Completing Report:

Jeffrey Lee-Manager, Program Operations

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: Older Americans Act (OAA) programs provide seniors with meals, in-home services, education and recreational activities designed to promote good health and quality of life and helps reduce poverty and related stresses by providing services that would otherwise need to be paid for out of pocket (such as daily meals). ElderCare uses OAA funds to operate congregate mealsites, social centers that allow seniors to have a nutritionally balanced meal while interacting with peers. The funding also provides home delivered meals and other home based services designed to keep seniors home and independent at no cost to them. The Older Americans Act programs are provided Monday-Friday and meals are served at mealsites or delivered to homes between 10:30 AM and 2:30 PM. Program will run for the entire grant period of Oct 1, 2010 through Sept 30, 2011.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
• Agency Staff • Clients • Facilities • Meals • Volunteers • Vehicles • Fuel • Equipment • Supplies • Community Partners	• Schedule rides • Homemaking • Education • Recreation • Caregiver Education • Home Delivered Meals • Congregate Meals • Emergency Alert Response (EAR) • Nutrition Education	• 1,000 rides provided • 2,300 hours of homemaking • 190 units of education will be provided • 28,500 home delivered meals will be served • 25,500 congregate meals will be served • 11,000 days EAR • 1,200 units of nutrition education will be given at mealsites • 1,100 units of nutrition education mailings will sent to homebound clients	1. 90% will maintain or improve nutrition 2. 90% will maintain or improve home environment 3. 90% of all clients will remain in the home 4. 90% of all clients will experience decreased social isolation

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: ELDERCARE OF ALACHUA COUNTY, INC.	**Program: OLDER AMERICANS ACT**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. 90% will maintain or improve nutrition	Maintained or improved score on nutritional assessment and/or responses to client surveys	Client assessment tool, annual surveys	All clients completing annual assessment, surveys	Monthly following end of month in which reassessment is completed. Surveys are annual.
2. Maintained or improved home environment	Maintained or improved environment score on assessment and/or responses to client surveys	Client assessment tool, annual surveys	All clients completing annual assessment, surveys	Monthly following end of month in which reassessment is completed. Surveys are annual.
3. Client remains in home environment	Living in home	Termination logs	All terminated clients	Quarterly
4. Client experience decreased social isolation	Increase meal site census and/or well being check by volunteers during home meal delivery	Client assessment tool, annual surveys Participation logs	Survey of all home delivered and congregate meal clients	Annually during third quarter

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: ELDERCARE OF ALACHUA COUNTY, INC.

Program: ALZHEIMER'S DISEASE INITIATIVE

Total Amount of Agency Award: $ 117,806

A. Brief Program Description: Al'z Place provides Adult Day Care in a safe, homelike atmosphere to those with memory impairment. Organized therapeutic programs provide social activities in a supervised setting. Participant's needs for recognition, self esteem, meaningful relationships, activities and personal space are priorities. Staff Registered Nurse will administer ordered medications timely and accurately and coordinates care and works with families/caregivers through regular caregiver training, case conference, community support group meetings, physician communication, and other appropriate venues. Creates/monitors systems to ensure clients are placed within appropriate activity levels. Maintains a safe environment for clients. Al'z Place is operated Monday – Friday from 7:45 AM to 5:00 PM. The Program runs for the entire grant period 10/1/10 through 9/30/2011.

B. How will CAPP funds be expended? Program Staff salary and benefits

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: ELDERCARE OF ALACHUA COUNTY, INC.	Program: ALZHEIMER'S DISEASE INITIATIVE

Name, Title & E-Mail of Person Completing Report:

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: Al'z Place provides Adult Day Care in a safe, homelike atmosphere to those with memory impairment. Organized therapeutic programs provide social activities in a supervised setting. Participant's needs for recognition, self esteem, meaningful relationships, activities and personal space are priorities. Staff Registered Nurse will administer ordered medications timely and accurately and coordinates care and works with families/caregivers through regular caregiver training, case conference, community support group meetings, physician communication, and other appropriate venues. Creates/monitors systems to ensure clients are placed within appropriate activity levels. Maintains a safe environment for clients. Al'z Place is operated Monday – Friday from 7:45 AM to 5:00 PM. The Program runs for the entire grant period 10/1/10 through 9/30/2011.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
• Registered Nurse • Recreation Therapist • Activities Assistants • Volunteers • Case Manager • Clients • Caregivers • Facility • Funding • Meals and snacks	• Medication Administration • Case Management • Therapeutic Activities • Caregiver Support • Caregiver Education • Staff Education • Community Education • Meals and snacks	• 260 units of Case Management will be provided for the funding period. • 23,481 hours of Day Care will be provided for the funding period. • 24 caregiver support meetings will be held	1. 70% of the clients will remain in their home, and avoid nursing home placement. 2. 50% of the caregivers will verbalize increased knowledge of resources 3. 80% decreased caregiver stress.

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: ELDERCARE OF ALACHUA COUNTY, INC.	Program: ALZHEIMER'S DISEASE INITIATIVE

Reporting Period:

- [X] Contract
- [ ] Revision
- [ ] Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
- [ ] Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
- [ ] April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. 70% of the clients will remain in their home, and avoid nursing home placement.	Not placed in Assisted Living or Skilled Nursing facility.	Terminated client list	All terminated clients	Quarterly
2. 50% of the caregivers will verbalize increased knowledge of resources.	Survey results or participation in caregiver support meetings.	Survey, attendance logs	All caregivers who participated in support groups or surveys	On admission and then every six months
3. 80% decreased caregiver stress.	Continued participation in the Day Care program.	Survey	All caregivers of active clients	On admission and then every six months

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. **Explanation of Results** - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) **Outcome # 1**
Successes:
Challenges:
Adjustments:

b) **Outcome # 2**
Successes:
Challenges:
Adjustments:

c) **Outcome # 3**
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ EFT

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	Program:

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		EDUCATIONAL FIELD TRIPS
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		PREVENTION CLASSES
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		VEGETABLE GARDENING
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:

	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:

	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless

	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:

	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		DAY PROGRAMS (Al'z Place, ARC & EasterSeals)
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (For events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

January 11, 2011 Regular BOCC Meeting
Agenda Item #50

Title
Alachua County Tourist Development Website Re-Design and Hosting Services: RFP 10-435. (Amended)

Amount
N/A

Description
Request approval of the Finance Report to rank RFP 10-435; Alachua County Website Re-Design and Hosting Services.

Recommendation
Approve the Finance Report to rank RFP 10-435; Alachua County Tourist Development Website Re-Design and Hosting Services and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

Alternative(s)
That the Board reject the ranking of RFP #10-435; Alachua County Tourist Development Website Re-Design and Hosting Services.

Requested By
Roland Loog/Larry Sapp

Originating Department
Tourist Development/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approves the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached. 1. AKA Advertising, Inc. d/b/a MMG Worldwide 2. Miles Media Group, LLLP 3. TIG Global

Background
RFP #10-435; Alachua County Tourist Development Website Re-Design and Hosting Services was advertised on August 25, 2010 and September 1, 2010. The deadline for receipt of RFP was September 29, 2010. Eleven (11) vendors responded for RFP #10-435; Alachua County Tourist Development Website Re-Design and Hosting Services. Since Spring of 2008, the Visitors and Convention Bureau (VCB) has worked to keep up with the ever-changing online field in terms of functionality and content. Through the work of the Information and Telecommunications Services Department (ITS) and outside contractors, the VisitGainesville.com site has evolved. The move towards issuing a RFP for a web re-design and hosting services is the next step in that evolution process to keep pace with other destinations to retain and grow market share. The need to create a site where visitors and residents alike can access information and provide feedback as to the merits of Gainesville area as a destination is vital to the ongoing successful marketing of the area to encourage visitation and spending by visitors. Hiring a company whose primary focus is on the promotion of Tourism will ensure that the VisitGainesville.com site is created using the knowledge these firms have

as to visitor, buyer and travel patterns. It is important as the inventory of tourism sites grows (Nations Park, Easton Archery, New Fairgrounds) the ability to promote these sites receives the expanded web attention they deserve.

Issues
Secured server uptime and access to siteMarketing expertise by firm in conjunction with technical expertise

Fiscal Recommendation
n/a

Fiscal Alternative(s)
$0.00

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 10435FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

December 15, 2010

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #10-435; Alachua County Tourist Development Website Re-Design and Hosting Services

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, September 29, 2010
Advertisement Dates:	August 25, 2010 and September 1, 2010
Notifications sent to:	232 Vendors
Solicitations Requested by:	40 Vendors
Responses Received From:	11 Vendors

Firms:

AKA Advertising Inc., d/b/a MMG Worldwide Kansas City, Missouri	Icon Enterprises, Inc., d/b/a CivicPlus Manhattan, KS
**Goforth Scientific, Inc. Leesburg, VA	Group 5 & Associates, Inc. Gainesville, FL
Miles Media Group, LLLP Sarasota, FL	Paramore/Redd Online Marketing Nashville, TN
Simpleview Inc. Tucson, AZ	Strategic Internet Atlanta, GA
TIG Global Chevy Chase, MD	Web Solutions of America Longwood, FL
World Design Marketing Hilton Head Island, SC	

Vendor deemed SBE non-responsive

ADMINISTRATIVE RECOMMENDATION:

That the Board approves the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

1. AKA Advertising Inc., d/b/a MMG Worldwide
2. Miles Media Group, LLLP
3. TIG Global

APPROVED THIS 11 DAY OF January, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS/mm

January 11, 2011 Regular BOCC Meeting
Agenda Item #51

Title
Jerry Walters Construction, Inc.: Change Order 3 to Purchase Order 101315. (Amended)

Amount
$8,723.00

Description
Request Approval of the Finance Report and Change Order 3 to Purchase Order 101315, issued to Jerry Walters Construction, Inc.

Recommendation
Approve the Finance Report and Change Order 3 to Purchase Order 101315, issued to Jerry Walters Construction, Inc.

Alternative(s)
That the Board reject the Finance Report and Change Order #3 to Purchase Order #101315.

Requested By
Steve Lachnicht/Larry Sapp

Originating Department
Growth Management/ Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve the Finance Report and Change Order #3, to Purchase Order #101315, issued to Jerry Walters Construction, Inc, in the amount of $8,723.00 and authorize the Chairperson's signature.

Background
Purchase Order #101315, to Jerry Walters Construction, Inc, was approved on June 10, 2010 to demolish and construct replacement housing unit at 3721 SE 18th Avenue, Gainesville, Florida, per terms and Conditions of Meridian Construction Bid for the FFY 2008 CDBG Housing Rehabilitation Contract. Change Order #3 will increase the Purchase Order by $8,723.00 for a new purchase order total of $88,213.00 Original PO Total: $ 79,490.00 Change Order #1: $ 6,700.00 Change Order #2: $ 6,700.00 Change Order #3: $ 8,723.00 Revised Total: $ 88,213.00

Issues
Not approving this increase will inhibit the department's ability to serve Alachua County residents.

Fiscal Recommendation
Sufficient Funds Exist

Fiscal Alternative(s)
$0.00 – No change to existing Purchase Order amount.

Funding Sources
COMM DEVELOP BLOCK GRANT

Account Code(s)
204-6500-554.34-71

Attachment: 101315PO.pdf
Attachment: 101315FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

December 15, 2010

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Change Order #3, to Purchase Order #101315, issued to Jerry Walters Construction, Inc., for an increase of $8,723.00 for additional work under the housing rehabilitation program. The new purchase order total is $88,213.00.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same.

APPROVED THIS 11 DAY OF January, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS/mm

12 SE 1st Street, P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5202 ■ Fax (352) 491-4569
1-866-822-5106 (toll free) ■ Suncom 651-5202
Home Page: www.co.alachua.fl.us

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PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 101315

ORDER DATE	6/10/2010
REQ. NUMBER	
BID NUMBER	
BUYER	MATT STEVENS
ACCOUNT NO.	SEE BELOW
VENDOR NO.	1003338

CHANGE NO.: 3
DATE: 10/08/2010

VENDOR

VENDOR I.D. # ☐

JERRY WALTERS CONSTRUCTION INC
52316 CELMAR STREET
BROOKSVILLE FL 34601

SHIP TO

ALACHUA COUNTY
PLANNING AND DEVELOPMENT
ANNEX BUILDING 3RD FLOOR
10 SOUTH WEST 2ND AVENUE
GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
3			CO #3 TO INCREASE PO #101315 BY $8,723.00 FOR ADDITIONAL SERVICES FOR PROPERTY LOCATED AT: 22512 N SR 235, BROOKER, FL 32622 REFURBISH WELL, MOVE TRAILER OFFSITE, LIFT STATION, ELECTRIC, ETC.	1.00	EA	8723.0000	8723.00
						TOTAL	88213.00

REMARKS:

ORIGINAL PO TOTAL: $79,490.00
CHANGE ORDER #1: $ 6,700.00
CHANGE ORDER #2: ($ 6,700.00)
CHANGE ORDER #3: $ 8,723.00
NEW REVISED TOTAL: $88,213.00

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 101315

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	6/10/2010
REQ. NUMBER	
BID NUMBER	
BUYER	MATT STEVENS
ACCOUNT NO.	SEE BELOW
VENDOR NO.	1003338

CHANGE NO.: 3

DATE: 10/08/2010

** CONTINUED **

VENDOR

VENDOR I.D. # ☐

JERRY WALTERS CONSTRUCTION INC

SHIP TO

ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000054087	4/14/2010	20465005543471		39776.80
M/CDBG/50K/PO/10/PL/KAREN				
0000054087	4/14/2010	25165005543464		39713.20
M/CDBG/50K/PO/10/PL/KAREN				
0000055441	9/29/2010	20465005543471		.00
CO/PL/11/INEZ				
0000055659	11/18/2010	20465005543471		8723.00
CO/PL/11/KAREN				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

January 11, 2011 Regular BOCC Meeting
Agenda Item #52

Title
J.G. Parker Enterprises, Inc.: Change Order 2 to Purchase Order 101313. (Amended)

Amount
N/A

Description
Request Approval of the Finance Report and Change Order 2 to Purchase Order 101313, issued to J.G. Parker Enterprises, Inc.

Recommendation
Approve the Finance Report and Change Order 2 to Purchase Order 101313, issued to J.G. Parker Enterprises, Inc.

Alternative(s)
That the Board reject the Finance Report and Change Order #2 to Purchase Order #101313.

Requested By
Steve Lachnicht/Larry Sapp

Originating Department
Growth Management/ Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve the Finance Report and Change Order #2, to Purchase Order #101313, issued to J.G. Parker Enterprises, Inc, in the amount of $400.00 to pump and abandon 2nd septic tanks as required by the Florida Department of health and authorize the Chairperson's signature.

Background
Purchase Order #101313, to J.G. Parker Enterprises, Inc, was approved on June 10, 2010 to demolish and construct replacement housing unit at 1326 NW 222 Lane, Brooker, Florida, per terms and Conditions of Meridian Construction Bid for the FFY 2008 CDBG Housing Rehabilitation Contract. Change Order #2 will increase the Purchase Order by $400.00 for a new purchase order total of $87,029.00 Original PO Total: $ 76,378.00 Change Order #1: $ 10,251.00 Change Order #2: $ 400.00 Revised Total: $ 87,029.00

Issues
Not approving this increase will inhibit the department's ability to serve Alachua County residents.

Fiscal Recommendation
Sufficient Funds Exist

Fiscal Alternative(s)
$0.00 – No change to existing Purchase Order amount.

Funding Sources
COMM DEVELOP BLOCK GRANT

Account Code(s)
204-6500-554.34-71

Attachment: 101313FR.pdf
Attachment: 101313PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

December 15, 2010

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Change Order #2, to Purchase Order #101313, issued to J.G. Parker Enterprises, Inc., for an increase of $400.00 for additional work under the housing rehabilitation program. The new purchase order total is $87,029.00.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same.

APPROVED THIS 11 DAY OF January, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LS/mm

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1-866-822-5106 (toll free) ■ Suncom 651-5202
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PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 101313

ORDER DATE	6/10/2010
REQ. NUMBER	
BID NUMBER	
BUYER	MATT STEVENS
ACCOUNT NO.	SEE BELOW
VENDOR NO.	1003339

CHANGE NO.: 2
DATE: 10/22/2010

VENDOR

VENDOR I.D. # ☐

J.G.PARKER ENTERPRISES INC
39604 FRENCH ROAD
LADY LAKE FL 32159

SHIP TO

ALACHUA COUNTY
PLANNING AND DEVELOPMENT
ANNEX BUILDING 3RD FLOOR
10 SOUTH WEST 2ND AVENUE
GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			**********				
			* CHANGE ORDER *				
			**********				
3			CO #2 TO INCREASE PO #101313 BY $400.00 TO PUMP AND ABANDON 2ND SEPTIC TANK AS REQUIRED BY THE FL DEPT OF HEALTH.	400.00	NA	1.0000	400.00
			ORIGINAL BID APPROVED BY BOCC ON APRIL 13, 2010.				
						TOTAL	87029.00

REMARKS:

ORIGINAL PO TOTAL: $76,378.00
CHANGE ORDER #1: $10,251.00
CHANGE ORDER #2: $ 400.00
NEW REVISED TOTAL: $87,029.00

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 101313

ORDER DATE	6/10/2010
REQ. NUMBER	
BID NUMBER	
BUYER	MATT STEVENS
ACCOUNT NO.	SEE BELOW
VENDOR NO.	1003339

CHANGE NO.: 2
DATE: 10/22/2010

** CONTINUED **

VENDOR

VENDOR I.D. # ☐

J.G.PARKER ENTERPRISES INC

SHIP TO

ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
			REQ. NO. DATE ACCOUNT NO. PROJECT			AMOUNT	
			0000054084 4/14/2010 20465005543471 M/CDBG/50K/PO/10/PL/KAREN			36417.03	
			0000054084 4/14/2010 25165005543464 M/CDBG/50K/PO/10/PL/KAREN			39960.97	
			0000055484 10/07/2010 20465005543471 CO/PL/11/INEZ			10251.00	
			0000055644 11/15/2010 20465005543471 CO/PL/11/KAREN			400.00	

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

January 11, 2011 Regular BOCC Meeting
Agenda Item #53

Title
Jerry Walters Construction, Inc.: Change Order 1 to Purchase Order 101312. (Amended)

Amount
$5,533.00

Description
Request Approval of the Finance Report and Change Order 1 to Purchase Order 101312, issued to Jerry Walters Construction, Inc.

Recommendation
Approve the Finance Report and Change Order 1 to Purchase Order 101312, issued to Jerry Walters Construction, Inc.

Alternative(s)
That the Board reject the Finance Report and Change Order #1 to Purchase Order #101312.

Requested By
Steve Lachnicht/Larry Sapp

Originating Department
Growth Management/ Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve the Finance Report and Change Order 1, to Purchase Order 101312, issued to Jerry Walters Construction, Inc, in the amount of $5,533.00 and authorize the Chairperson's signature.

Background
Purchase Order #101312, to Jerry Walters Construction, Inc, was approved on June 10, 2010 to demolish and construct replacement housing unit at 22504 North SR 235, Brooker Florida, per terms and Conditions of Meridian Construction Bid for the FFY 2008 CDBG Housing Rehabilitation Contract. Change Order #1 will increase the Purchase Order by $5,533.00 for a new purchase order total of $84,813.00 Original PO Total: $ 79,280.00 Change Order #1: $ 5,533.00 Revised Total: $ 84,813.00

Issues
Not approving this increase will inhibit the department's ability to serve Alachua County residents.

Fiscal Recommendation
Sufficient Funds Exist

Fiscal Alternative(s)
$0.00 – No change to existing Purchase Order amount.

Funding Sources
COMM DEVELOP BLOCK GRANT

Account Code(s)
204-6500-554.34-71

Attachment: 101312FR.pdf
Attachment: 101312PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

December 15, 2010

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Change Order #1, to Purchase Order #101312, issued to Jerry Walters Construction, Inc., for an increase of $5,533.00 for additional work under the housing rehabilitation program. The new purchase order total is $84,813.00.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same.

APPROVED THIS 11 DAY OF January, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS/mm

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 101312

ORDER DATE	6/10/2010
REQ. NUMBER	
BID NUMBER	
BUYER	MATT STEVENS
ACCOUNT NO.	SEE BELOW
VENDOR NO.	1003338

CHANGE NO.: 1
DATE: 12/15/2010

VENDOR

VENDOR I.D. # ☐

JERRY WALTERS CONSTRUCTION INC
52316 CELMAR STREET
BROOKSVILLE FL 34601

SHIP TO

ALACHUA COUNTY
PLANNING AND DEVELOPMENT
ANNEX BUILDING 3RD FLOOR
10 SOUTH WEST 2ND AVENUE
GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			**********				
			* *				
			* CHANGE ORDER *				
			* *				
			**********				
2			CO #1 TO INCREASE PO #101312 BY $5,522.00 FOR ADDITIONAL SERVICES/MATERIALS NEEDED FOR THE ADDITION OF A LIFT STATION FOR A SEPTIC MOUND, CLEARING OF TREES AND REFURBISHMENT OF WELL ON NEW BUILDING SITE.	1.00	EA	5533.0000	5533.00
			PROPERTY LOCATED AT: 22504 N SR 235 BROOKER, FLORIDA 32622				
			ORIGINAL BID APPROVED BY THE BOCC ON APRIL 13, 2010.				
						TOTAL	84813.00

REMARKS:

ORIGINAL PO TOTAL: $79,280.00
CHANGE ORDER #1: $ 5,533.00
NEW REVISED TOTAL: $84,813.00

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 101312

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	6/10/2010
REQ. NUMBER	
BID NUMBER	
BUYER	MATT STEVENS
ACCOUNT NO.	SEE BELOW
VENDOR NO.	1003338

CHANGE NO.: 1

** CONTINUED **

DATE: 12/15/2010

VENDOR

VENDOR I.D. # ☐

JERRY WALTERS CONSTRUCTION INC

SHIP TO

ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000054082	4/14/2010	20465005543471		39568.65
M/CDBG/50K/PO/10/PL/KAREN				
0000054082	4/14/2010	25165005543464		39711.35
M/CDBG/50K/PO/10/PL/KAREN				
0000055656	11/18/2010	20465005543471		5533.00
CO/PL/11/KAREN				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

January 11, 2011 Regular BOCC Meeting
Agenda Item #54

Title
Corporate Construction, LLC; Change Order 2 to Purchase Order 101318(Amended) (Amended)

Amount
$4,277.00

Description
Request Approval of the Finance Report and Change Order 2 to Purchase Order 101318, issued to Corporate Construction, LLC.

Recommendation
Approve the Finance Report and Change Order 2 to Purchase Order 101318, issued to Corporate Construction, LLC.

Alternative(s)
That the Board reject the Finance Report and Change Order #2 to Purchase Order #101318.

Requested By
Steve Lachnicht /Larry Sapp

Originating Department
Growth Management/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve the Finance Report and Change Order #2, to Purchase Order #101318, issued to Corporate Construction, LLC, in the amount of $4,277.00 and authorize the Chairperson's signature.

Background
Purchase Order #101318, to Corporate Construction, LLC, was approved on April 13, 2010 to demolish and construct replacement housing unit at 19007 SW 178th Terrace, Archer, Florida per terms and Conditions of Meridian Construction Bid for the FFY 2008 CDBG Housing Rehabilitation Contract. Original PO Total: $ 71,400.00 Change Order #1: $ 3,000.00 Change Order #2: $ 4,277.00 Revised Total: $ 74,400.00

Issues
Not approving this increase will inhibit the department's ability to serve Alachua County residents.

Fiscal Recommendation
Sufficient Funds Exist

Fiscal Alternative(s)

$0.00 – No change to existing Purchase Order amount.

Funding Sources
COMM DEVELOP BLOCK GRANT

Account Code(s)
204-6500-554.34-71

Attachment: 101318po.pdf
Attachment: 101318fr.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

December 15, 2010

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Change Order #2, to Purchase Order #101318, issued to Corporate Construction, LLC, for an increase of $4,277.00 for plumbing. The new purchase order total is $78,677.00.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same.

APPROVED THIS 11 DAY OF January, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS/mn

12 SE 1st Street, P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5202 ■ Fax (352) 491-4569
1-866-822-5106 (toll free) ■ Suncom 651-5202
Home Page: *www.co.alachua.fl.us*

An Equal Opportunity Employer M.F.V.D.

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 101318

ORDER DATE	6/10/2010
REQ. NUMBER	0000054092
BID NUMBER	
BUYER	MATT STEVENS
ACCOUNT NO.	20465005543471
VENDOR NO.	1003341

CHANGE NO.: 2
DATE: 9/08/2010

VENDOR

VENDOR I.D. #

CORPORATE CONSTRUCTION LLC
387 WEST LIBERTY STREET
HERNANDO FL 34442

SHIP TO

ALACHUA COUNTY
PLANNING AND DEVELOPMENT
ANNEX BUILDING 3RD FLOOR
10 SOUTH WEST 2ND AVENUE
GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
3			CO #2 TO INCREASE PO #101318 BY $4,277.00 FOR PROPERTY LOCATED AT: 19007 SW 178TH TERR ARCHER, FLORIDA 32618 FOR PLUMBING 4" WELL X 100 EST. DEPTH, 0-100 FT @ 15.00 PER FT., 100-300 FT. @ 16.00 PER FT., 1.0HP AERMOTOR SUBMERSIBLE PUMP WITH CONTROL BOX AND WWT 35 TANK INSTALLED ON 1 1/4" PIPE AND #12-3 SUB CABLE AT WELL SITE. SWFWMD PERMIT, 60 FT. OF TRENCHING 2 FT DEEP, 1 1/4" PVC PIPE, #12-2 UF CABLE FROM WELL TO HOUSE. *WELL DEPTH IS ONLY ESTIMATED, FINAL DEPTH WILL ADJUST INVOICE PLUS OR MINUS.*	1.00	EA	4277.0000	4277.00
						TOTAL	78677.00

REMARKS:

ORIGINAL PO TOTAL: $71,400.00
CHANGE ORDER #1: $ 3,000.00
CHANGE ORDER #2: $ 4,277.00

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 101318

ORDER DATE	6/10/2010
REQ. NUMBER	0000054092
BID NUMBER	
BUYER	MATT STEVENS
ACCOUNT NO.	2046500543471
VENDOR NO.	1003341

CHANGE NO.: 2
DATE: 9/08/2010

** CONTINUED **

VENDOR	SHIP TO
VENDOR I.D. # ☐ CORPORATE CONSTRUCTION LLC	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			**********				
			* CHANGE ORDER *				
			**********				
			REMARKS:				
			NEW REVISED TOTAL: $78,677.00				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE