- Steve Donahey
  Deputy Clerk

AMENDED SUPPLEMENTAL AGENDA

October 25, 2011

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

ITEMS TO BE ADDED TO THE REGULAR AGENDA

- *City of Alachua request for $500,000 to expand the Hal Brady Recreation Center through the purchase of land and construction of Lacrosse/Field Sports arenas, per John Pricher* ***(to follow item # 10)***

- *Contract with Pulitzer/Bogard & Associates, LLC for the Operational and Staff Analysis of the Alachua County Jail (to follow item # 8* ~~***# 19 on Consent***~~*), per Commissioner Baird*

  3-2 Baird & Pinkoson Nay

ITEM TO BE MOVED FROM CONSENT TO THE REGULAR AGENDA

- ***ITEM # 26:*** *Request for Public Hearing regarding Ordinance 08-26 relating to the CHOICES Program, per Commissioner Baird* ***(to follow item # 9)***

  4-1 Baird Nay

Note: Information ~~crossed out~~ has been deleted, underlined information has been added to this agenda.

- Steve Donahey
  Deputy Clerk

SUPPLEMENTAL AGENDA

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PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND PULITZER/BOGARD & ASSOCIATES LLC TO CONDUCT AN ASSESSMENT OF THE ALACHUA COUNTY JAIL

This agreement is entered into this 24th day of October, 2011 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 Pulitzer/Bogard & Associates, LLC, a New York Limited Liability Company, hereinafter referred to as "P/BA" (corporate address: 8 Saratoga Street, Lido Beach, NY, 11561).

WITNESSETH

Whereas, the County desires to conduct an assessment of the Alachua County Jail; and,

Whereas, P/BA 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 on the date first written above and continues until completion of the requirements herein but in no case later than, May 4, 2012, unless mutually extended by written agreement of the parties. This agreement may be earlier terminated as provide herein.

2. **Representations and Warranties** - By executing this agreement, P/BA makes the following express representations and warranties to the County:

a. P/BA is professionally qualified to act as the consultant for an assessment of the County Jail as provided in Attachment 1 (Project);

b. P/BA shall maintain all necessary licenses, certifications or other authorizations necessary to act as P/BA for the Project until P/BA's duties hereunder have been fully satisfied;

c. P/BA will become familiar with the Project and the local conditions under which the project is to be conducted;

d. P/BA shall prepare all deliverables required by this agreement, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with usual professional standards;

e. P/BA warrants that the deliverables prepared by P/BA are adequate and sufficient to accomplish the purposes of the project.

3. **Duties of P/BA** - P/BA shall have and perform the following duties, obligations, and responsibilities to the County: Conduct an assessment of the Alachua County Jail as provided in Exhibit 1.

4. **Duties of the County** - The County shall have and perform the following duties, obligations, and responsibilities to P/BA:

a. Make its best efforts to secure access to staff

b. Upon request of P/BA, promptly provide copies of manuals, procedures, reports and other documents necessary for the study.

c. Where necessary and practical, provide space at County owned or operated facilities for P/BA to conduct the assessment.

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5. **Method of Payment** - For its assumption and performance of the duties, obligations and responsibilities set forth herein, P/BA shall be paid as follows:

a. P/BA shall be paid for those services required by this agreement, including travel and other reimbursable expenses, the Lump sum amount of $179,000.00 disbursed monthly based on a percentage completion of work. P/BA will include with their monthly invoices a brief statement of work performed during the preceding month in support of the percentage complete invoice.

b. If P/BA's duties, obligations and responsibilities are materially changed through no fault of P/BA after execution of this agreement, additional compensation shall be paid as mutually agreed to by the parties through an amendment to this agreement.

c. P/BA shall submit an invoice monthly based on percentage of total work completed. Each invoice shall bear the signature of P/BA, which signature shall constitute P/BA'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 all obligations of P/BA covered by prior invoices have been paid in full, that the services provided serve a public purpose, that payment for the expenses claimed has not been received from another source, that the expenses have been reasonably incurred in accordance with this agreement, and that the amount requested is currently due and owing, there being no reason known to P/BA that payment of any portion thereof should be withheld. Submission of P/BA's invoice for final payment shall further constitute P/BA's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of P/BA to others, including its consultants, incurred in connection with the Project, have been paid in full. P/BA shall submit invoices to the County at the following address:

Director, Administrative Services
Attn. Betty M. Baker

Alachua County Board of County Commissioners
Post Office Box 5547
Gainesville, Florida 32627-5547

In the event that the County becomes credibly informed that any representations of P/BA relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to P/BA until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

d. 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 to: (Available at http://purchasing.alachua.fl.us/)

Pulitzer/Bogard & Associates, LLC
8 Saratoga Street
Lido Beach, NY, 11561

e. Additional Reimbursable expenses, if approved in writing in advance, will be paid by the County to P/BA for the following services or costs outlined below. P/BA will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

(1)Expenses for travel when traveling in connection with provision of services under this agreement in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
(2)Actual expense of reproductions, postage and handling of drawings and specifications postage-actual cost;
(3)long distance telephone-actual cost;
(4)fax-actual long distance telephone cost only.
(5)If authorized in writing in advance by the County's representative, the cost of other expenditures made in the interest of the work effort.

6. **Notice** - 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, P/BA's and County representative are:

County: County Manager
Post office Box 5547
Gainesville, FL 32627

David M. Bogard

Managing Principal
Pulitzer/Bogard & Associates, LLC
8 Saratoga Street
Lido Beach, NY, 11561

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
201 East University Avenue
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida, 32601
Attn: Contrast

7. **Default and Termination** - The failure of P/BA to comply with any provision of this agreement will place P/BA in default. Prior to terminating the agreement, the County will notify P/BA in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give P/BA seven (7) days to cure the default or a longer timeframe if curing the default cannot be reasonably accomplished in seven (7) days. The Director of Administrative 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 P/BA.

The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, P/BA will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by P/BA in performing this Agreement, whether completed or in process. In the event of such termination for convenience, P/BA's recovery against County shall be limited to that portion of the Agreement amount earned (including expenses incurred) through the date of termination, but P/BA 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.

P/BA understands that County does not control access to Alachua County Sheriff's Office (ACSO) staff and documents. County will use its best efforts to secure such access, but should ACSO prohibit such access or fail to provide access in a timely basis, County will not be in breach. In such event, however, P/BA will immediately discontinue all services and advise the County that it will be unable to provide the services required under this agreement and P/BA will not be considered in default of this agreement. Should P/BA advise the County that inability to access ACSO staff or documents is interfering with its reasonable execution of the services it is obligated to perform, P/BA and the County will mutually endeavor to determine whether access can reasonably be accomplished. In the event that the parties mutually agree that access cannot be assured or reinstated, they may mutually agree to terminate the agreement. In this case, the County will provide a letter to P/BA clearly spelling out that the reason for termination was due to the inability of the County to provide the necessary access to staff and documents under the Sheriff's or County's control and not a function of inadequate performance by P/BA. In the event of such termination for lack of access, P/BA's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but P/BA 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.

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 P/BA. The County will be the final authority as to the availability of funds. The County will pay P/BA for all work completed, including work in progress and expenses incurred prior to any notice of termination.

8. **Project Records** - All records relating in any manner whatsoever to the project, which are in the possession of P/BA, shall be made available to the County for inspection and copying upon written request of the County, and shall be kept 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 shall be greater Additionally, said records shall be made available, upon request by the County, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

Any document submitted to the County may be a public record and be open for inspection or copying by any person or entity. In Florida "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. A document is subject to inspection and copying unless it falls under one of the public records exemptions created under Florida law.

P/BA states now or may claim at some time during the term of this agreement or license, that some or all of P/BA's information, including but not limited to software, documentation, manuals, written methodologies and processes, or pricing, discounts or other considerations (collectively the "Confidential Information" or "CI"), is considered, or has been treated as, confidential and proprietary by P/BA in accordance with section 812.081 Florida Statutes, or other law, and is thus confidential and exempt from disclosure under the Public Records Act. P/BA shall clearly identify and mark such information as confidential, proprietary and exempt from disclosure. County will make its best efforts to maintain the confidentiality of the CI once it has been properly identified as CI by the P/BA.

The County shall provide P/BA prompt written notice of any request received by it for disclosure of the CI so that P/BA may assert any exemption from disclosure under applicable law that may be available to them or seek to obtain a protective order against disclosure. P/BA agrees to protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any and all claims or judgments arising out of a request to inspect or copy the CI. P/BA 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. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. P/BA releases County from claims or damages related to disclosure by County.

9. **Ownership of Deliverables** - All Project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

10. **Insurance** - P/BA will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Attachment "B".

11. **Permits** - The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. **Laws & Regulations** - The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Professional 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 Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

13. **Indemnification** – P/BA agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent directly caused by the negligence, recklessness, or intentionally wrongful conduct of P/BA and other persons employed or utilized by P/BA in the performance of the agreement.

The County recognizes that (i) PBA's role is advisory in nature, and (ii) the County is free to accept or reject any advice provided by P/BA, its employees, subcontractors, and agents.

This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

Nothing contained herein shall constitute a waiver by Alachua County of its sovereign immunity, the limits of liability, or the provisions of §768.28, Florida Statutes

14. **Assignment of Interest** - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

15. **Successors and Assigns** - The County and P/BA 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, P/BA is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. P/BA is solely responsible for the means, method, technique, sequence, and procedure utilized by P/BA in the full performance of the agreement.

17. **Collusion** - By signing this agreement, P/BA declares that this agreement is made without any previous understanding, agreement, or connections with any persons, P/BAs or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

18. **Conflict of Interest** - P/BA warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. P/BA shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

19. **Prohibition Against Contingent Fees** - P/BA warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for P/BA 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 P/BA any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

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. **Entire Agreement** - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA
Board of County Commissioners

BY: _____
Lee Pinkoson

ATTEST:

_____
J. K. Irby
(SEAL)

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

Pulitzer/Bogard & Associates LLC

_____
Name
Managing Principal
Title
David M. Bogard
Print Name

Attest by: (Corporate Officer)

_____
Name

_____
Title

_____
Print

Name

ATTACHMENT A

ATTACHMENT "A"

Field Work

- Conduct initial visit to meet with the County Manager, Sheriff, Jail Director and other key players, finalize the work schedule, and begin fact-finding; discuss in detail the scope of the stakeholder input process and our planned approaches to solicit and analyze the input, and: if appropriate, meet with any Commissioners should they wish to convey particular concerns or direction to us.

- P/BA will conduct two (2) additional fact-finding trips; a trip to present draft findings and recommendations; and a final visit to present the final report to the Board of County Commissioners, Sheriff, and Jail Director.

- County will establish a primary liaison in the County Manager's office as well as one in the Sheriff's office.

- P/BA will prepare a list of persons with whom we will want to conduct structured interviews during our first site visit, including County officials, stakeholders, and persons within the Sheriff's Office and the Jail.

- Prior to the first site visit, P/BA will submit a tailored request for documents and information, most of which will be under the control of the ACSO, that will allow us to update our knowledge of the Jail and its current operations. Examples of documents and data to be requested include the Jail's current policies and procedures manual, operational directives that are in effect, table of organization, employee grievances records, employee handbook, inmate handbook, accreditation reports, staffing plan and rosters, vacancy rates, turnover rates, job descriptions, training information and shift relief factor information. We will also attempt to obtain any updates regarding the status of the recommendations that were set forth in our 2005 Cultural Assessment Report.

- County will coordinate with the Alachua County Sheriff to obtain required documents

NARRATIVE OF PROCESS :

We envision our first trip to Gainesville serving several purposes. First, we would meet with the County Manager and his staff to discuss our plans to conduct the study; this is also when we would refine the project schedule to insure it meets the needs of the County Manager and the Board. We will also be prepared at this juncture to discuss in detail the scope of the stakeholder input process and our planned approaches to solicit and analyze the input. If appropriate, we would be happy to meet with any Commissioners should they wish to convey particular concerns or direction to us.

Next, we would envision an initial meeting with the Sheriff, the Jail Director, and the top administrative staff to establish "ground rules" and logistics for our work on-site in the jail and to

review (we've already made requests prior to coming onsite) our requests for information. We would then tour the jail, paying particular attention to those areas that have been added in recent years. We would then initiate work on a variety of tasks in the Jail—interviewing inmates and staff, observing operations, interviewing jail-based Operational and Staff Analysis of the Alachua County Jail managers-- as well as at the Sheriff's main offices where we would focus more on budgetary and administrative functions and issues. , . After this first trip, we would return to our offices to review materials received and plan our subsequent interviews and tours of the facilities, and observation of operations.

Members of our team would then return to Gainesville for two more on-site visits of the jail. With respect to the critically important process of obtaining input and feedback, we do not view this as a stand-alone task area but rather one that significantly informs all five functional areas as described below. As is our practice, we would conduct both formal and informal interviews with staff, inmates, former inmates, inmates' families, visitors to the Jail, and criminal justice system stakeholders (State's Attorney, law enforcement, Public Defender, Drug Court, etc.) who may be in a position to shed light on current operations. Beyond the routine interviewing of internal stakeholders, e.g., staff and inmates, that we would naturally do as part of our process, we envision a further need for more rigorous and formal survey input. To that end, we have added to our team Dr. Marie VanNostrand, a skilled and accomplished researcher with extensive survey research experience, to prepare and administer on-line and hard copy survey instruments for each primary group of interest (past and present employees, inmates, visitors, and justice system stakeholders). We will require cooperation from the ACSO to administer both on-line surveys of employees as well as paper surveys of current inmates and visitors.

Each primary group of interest will have an electronic or paper survey developed that contains questions common to all groups as well as questions customized to gather opinions, comments, and/or suggestions that relate to their unique role as a user of the Jail. Working with the County Manager, the surveys will be developed using sound survey research techniques. The surveys will be available electronically via the internet or in hard-copy format. The on-line surveys may be completed online at the Luminosity survey research center website.
All survey responses, opinions, comments, and/or suggestions from each of the four primary stakeholder groups will be collected, and then analyzed using quantitative and qualitative research techniques, where applicable. Survey results will be analyzed by primary group and as a whole. Survey findings shall be reported as appropriate within the context of substantive components of the study and shall inform recommendations presented in the final report. We would unequivocally adhere to transparency and privacy requirements through each stage of our work.

Once the fieldwork is complete, we would prepare and submit a report of draft findings and likely recommendations. This report would be based on our on-site work, document review, and survey questionnaires. We would return to Gainesville to discuss it with the County Manager. Prior to this juncture, a process of fact checking will be established so that there is an opportunity to correct any erroneous information that may have been provided or any incorrect interpretations that may have made in the process prior to the issuance and presentation of the

Final Report. We recognize that accuracy is as fundamental and crucial as transparency is to this process.

Our final report will take into account the input of the County Manager, and will contain the findings from our study as well as our recommendations relative to operational changes, options for alternate policies and specific implementation measures and strategies for accomplishing the recommendations. Our project manager would return to Gainesville once again to present this final report to the Board of County Commissioners, the County Manager, the Sheriff, and the Jail Director.

Tasks and Methodology

This section of our proposal details the specific tasks we will undertake in order to provide a comprehensive analysis of the Alachua County Jail in furtherance of the Board's desire to consider potential management options. These tasks will not necessarily be conducted sequentially and while the major task areas will be conducted, the sub-tasks bulleted under each major task area are illustrative in that others may be more germane and some of the one's listed not applicable:

Task Area 1: Review Management and Accountability Systems and Practices at the Jail

Tasks

• Assess the extent to which formal policies and procedures are in place.

• Determine whether internal management controls and procedures are in place and sufficient to influence and ensure professional practices.

• Review Jail operational performance indicators and, where possible benchmark accordingly.

• Examine the processes used to address grievances and inmate and public complaints, and determine the effectiveness of these processes for ensuring staff compliance with formal policies and procedures.

• Determine the extent to which the jail administration relies upon external management controls and uses these external resources as a guide to professional practices

• Benchmark current practices against national and State standards .

• Recommend changes to policies, procedures and practices where appropriate.

- Review the current interlocal agreement and recommend changes
- Recommend performance indicators for possible inclusion in the interlocal agreement if the County contracts with the Sheriff.

Task Area 2: Staffing Pattern Analysis

Tasks

• Confirm and outline current staffing post coverage pattern – posts and hours of operation

• Confirm and outline current support staffing resources and allocations Operational and Staff Analysis of the Alachua County Jail

• Observe routine jail operations and staff activities, review functional area activity data (e.g., admissions and releases), and review master schedule of activities, programs and services

- Review the current use of technology and how technology could impact on staffing needs
- Review general duties and responsibilities for each post and position
- Using data provided by ACSO payroll staff, collect, verify and analyze payroll and absenteeism data for each position class requiring relief during the applicable periods of time for use in calculating the Shift Relief Factor (SRF)/Net Annual Work Hours (NAWH)
- Calculate the SRF/NAWH for each applicable position class requiring relief
- Construct an SRF/NAWH based upon the calculated SRF/NAWH to reflect agreed upon assumptions concerning leave usage and operational practices for use in the proposed staffing patterns
- Develop proposed staffing pattern for the Jail's operation under the management of the Alachua County Sheriff to reflect recommended operational changes
- identify any suggested or likely changes to the proposed staffing pattern if the Jail's operation was under the management of the Board of County Commissioners.
- Examine the Department of the Jail's organizational span of control, i.e., how many subordinates a supervisor is responsible for.
- Determine cost factors (wage and benefits) for each position class in the staffing pattern
- Apply staffing costs to proposed staffing patterns
- Determine the staff FTE impact resulting from implementation of recommended operational changes or modifications to the Jail's physical structure
- Approximate staff cost savings of implementing recommended operational changes
- Approximate staff cost savings for functional areas that are recommended for privatization.

Task Area 3: Operational Analysis

Tasks

- Examine existing internal and perimeter security processes and systems, including inmate supervision.
- Examine various components of staff and inmate safety, including prevention of sexual and other assaults, suicide prevention, life safety measures and inmate classification.
- Examine policies, procedures, training and use of force incidents and performance measures
- Examine key inmate services to include health care and food services.
- Examine current inmate re-entry and other programs.
- Recommend changes to policies, procedures and practices where appropriate
- Identify structural elements that could potentially be modified or removed to enhance supervision and improve staffing efficiency.
- Benchmark current practices against national and State standards

Task Area 4: Training and Human Resources

Tasks

- Assess the training program for its adequacy in teaching staff about prescribed policies and procedures and expectations.
- Assess the training program for its compliance with best practices in correctional operations.
- Assess the training program for its compliance with relevant Florida standards and standard promulgated by the American Correctional Association.

• Review employee orientation programs including pre-service training, orientation and mentoring programs.
• Review the employment benefits available to County employees and Sheriff's Office employees.
• Review impact of the attrition rate, vacancy rate, and time it takes to fill vacancies
• Review current practices related to recruitment, hiring, retention, promotion, and employee work performance and assess whether they support efforts to maintain a professional workforce .
• Review issues of pay parity between sworn and non-sworn personnel.
• Recommend changes to policies, procedures and practices where appropriate.

Task Area 5: Cost Analysis
Tasks
• Analyze the current Jail operations Agreement between the County and Sheriff's Office.
• Assess the detailed expenditures of the jail operation.
• Identify any existing cooperatives agreements, cost sharing, memoranda of understanding and existing contracts with private vendors (health care, food services, etc.).
• Identify and document budgetary gaps that inhibit meeting best practices.
• Identify and document local and national resources for privatizing operations.
• Identify opportunities to reduce operating costs.
• Benchmark key cost indicators against other agencies of similar size and mission. (where feasible).
• Determine the cost impact of transitioning from an operation managed by the Sheriff to one under direct control of the Board of County Commissioners.
• Consider the Evergreen Solutions job classification and salary study as it affects Jail costs.
• Identify any potential cost differences inherent in the two management options.

While we are aware that the Jail is currently accredited by the National Commission on Correctional Health Care (NCCHC), we believe that the operational analysis should include a narrow assessment of medical and mental health care. We offer this for two reasons; first because our previous experience with Alachua County revealed significant Operational and Staff Analysis of the Alachua County Jail access to care concerns relative to delayed sick call appointments and also delays in the completion of the comprehensive health appraisal, despite the health care program being NCCHC accredited; second, because correctional health care represents such a significant portion of overall jail expenditures, it is simply too substantial a component to not be assessed.

Deliverables
We will produce a comprehensive report that documents our findings in the above described areas, well defined and sustainable recommendations designed to address opportunities for improvement or to solve problems identified in the report. Our recommendations will be practical and realistic, and we will also suggest implementation strategies. The report will include recommended opportunities for operational improvements, and all of our recommendations will be consistent with relevant standards that the jail is required to meet for

accreditation purposes. Our final report will reflect the input of the County Manager with regard to a draft version of our preliminary findings and likely recommendations.

We will present our final findings and recommendations to the Board of County Commissioners, the Sheriff, and the Jail Director.

ATTACHMENT B

TYPE "A-Professional" INSURANCE REQUIREMENTS
"Professional or Consulting Services"

P/BA shall procure and maintain for the duration of the ~~contract~~ 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 P/BA, 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.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Independent Contractor Status

In the performance of this agreement, P/BA is acting in the capacity of an Independent Contractor and not as an agent, employee, partner, joint venture or associate of the county. P/BA is solely responsible for the means, method, technique, sequence, and procedure utilized by the contractor in the full performance of this agreement.

As a service provider outside the construction industry with fewer than four employees choosing not to secure Worker's Compensation coverage under Florida's Workers' Compensation Act, P/BA verifies that he has posted clear written notice in a conspicuous location at each work site telling employees and others of their lack of entitlement to Workers' Compensation benefits.

Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the County beyond the waiver provided in Florida Statute 768.28

PROFESSIONAL LIABILITY and ERRORS AND OMISSIONS LIABILITY

P/BA (E&O) Liability must be afforded for not less than $500,000 each claim, $1,000,000 annual aggregate

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability

a. **The Alachua County Board of County Commissioners, is to be covered as an Additional Insured as respects**: Liability arising out of activities performed by or on behalf of P/BA; products and completed operations of the P/BA;.

b. P/BA's insurance coverage shall be considered primary insurance as respects the County,

II Workers' Compensation and Employers' Liability Coverages

As a service provider outside the construction industry with fewer than four employees choosing not to secure Worker's Compensation coverage under Florida's Workers' Compensation Act, P/BA verifies that he has posted clear written notice in a conspicuous location at each work site telling employees and others of their lack of entitlement to Workers' Compensation benefits. To the extent that P/BA may, during the term of this Agreement, have four employees, such coverages are required by applicable law,P/BA will request that its insurer agree to waive all rights of subrogation against the Countyfor losses arising from work performed by the P/BA for the County.

III All Coverages

P/BA 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

P/BA shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

October 25, 2011 Regular BoCC Meeting
Agenda Item #6

Title
Proclamation: "Hunger Awareness Month" in Alachua County, Florida

Amount
N/A

Description
A proclamation declaring November as "Hunger Awareness Month" in Alachua County, Florida.

Recommendation
Present a proclamation declaring November as "Hunger Awareness Month" in Alachua County, Florida.

Alternative(s)
Do not present proclamation and direct staff.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
A proclamation declaring November as "Hunger Awareness Month" in Alachua County, Florida.

Documents Requiring Action
N/A

Executive Summary
A proclamation declaring November as "Hunger Awareness Month" in Alachua County, Florida.

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: Hunger Awareness Proclamation.pdf

Alachua County Florida
A Proclamation

Declaring "Hunger Awareness Month" in Alachua County, Florida

Whereas, *the month of November is recognized as National Hunger Awareness Month and is set aside to bring awareness of those citizens experiencing hunger daily; and*

Whereas, *nearly 51,000 of our citizens in Alachua County live in poverty and 8,000 of those are children who depend on nutrition assistance to put food on their tables; and*

Whereas, *on July 26th, 2011 over 60 leaders from our business, faith, civic, government and educational community came together to plan for the Alachua County Strike Out Hunger Food Drive; and*

Whereas, *the goals of the Alachua County Strike Out Hunger Food Drive are: to build a safety net for those in need of food, increase the availability of food to those who are nutritionally challenged, bring awareness of the ever growing issue of hunger, develop a work plan to unite community food collections, and to support our local food banks and pantries; and*

Whereas, *November 1st through November 7th has been set aside for our partnering agencies to participate in this worthwhile cause. Each partner has agreed to sponsor a food drive in their local organization and to bring all donations of non-perishable goods to the Alachua County Fairgrounds on November 7th; and*

Whereas, *the Alachua County Strike Out Hunger Food Drive will benefit our local food banks and pantries by providing much needed food during the holiday season. All citizens are encouraged to participate by bringing non-perishable goods to the Fairgrounds on November 7th from 7 AM to 7 PM.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim November 2011 as "Hunger Awareness Month" in Alachua County, Florida.

Duly proclaimed this 25th day of October, A.D. 2011

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

J.K. Irby, Clerk

BOARD OF COUNTY COMMISSIONERS OFFICIAL SEAL ALACHUA COUNTY, FLORIDA

October 25, 2011 Regular BoCC Meeting
Agenda Item #7

Title
Code Enforcement Board Annual Report and Workplan 2011 - 2012 (Amended)

Amount
N/A

Description
Code Enforcement Board presentation on their 2011-2012 Annual Report and Workplan

Recommendation
Hear presentation by the Code Enforcement Board of their 2011 Annual Report and their 2012 Workplan.

Alternative(s)
Do not hear presentation and direct staff.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
CEB Annual Report/Workplan

Documents Requiring Action
N/A

Executive Summary
Each year the BOCC requires Advisory Boards to submit a report on the previous year's accomplishments and the next year's goals. The Code Enforcement Board has requested to present this annual report during a commission meeting.

Background
The Code Enforcement Board is a quasi-judicial body of seven members and two alternates. All members are appointed by the County Commission. The Board's goal is to achieve compliance on designated civil code violations to protect the health, safety, and welfare of Alachua County citizens. The Code Enforcement Board has the authority to issue findings of fact, conclusions of law, and orders to adjudicate violators of code requirements. The CEB may impose a fine if compliance is not achieved within a reasonable period of time.

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)

N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: 2011 CEB Report.PDF

Alachua County Advisory Boards

Annual Workplans/Accomplishments Report

FY 2011-2012

Date: October 6, 2011

Board/Committee Name: Code Enforcement Board

Chairman: Jerry Painter

Staff Support: Katharine P. Bruning

Board Liaison: Katharine P. Bruning

Brief History of Committee: A quasi-judicial body of seven members and two alternates, appointed by the County Commission with a goal to achieve compliance on designated civil code violations to protect the health, safety, and welfare of Alachua County. The Code Enforcement Board has the authority to issue findings of fact, conclusions of law, and orders to adjudicate violators of code requirements. The CEB may impose a fine if compliance is not achieved within a reasonable period of time.

Mission Statement: To provide for fair and impartial process to adjudicate alleged code violations within the unincorporated area of Alachua County for the health, safety and welfare of its citizens.

Major Accomplishments in 2011: See attached Code Enforcement Board Annual Report FY 2010/2011

Goals & Objectives For 2012: To have 11 Code Enforcement Board Meetings with cases brought to the Board from Code Enforcement, Environmental Protection, Animal Services, or any other County governmental agency. To have an annual workshop for Code Enforcement Board Members on any legislative update.

ALACHUA COUNTY
CODE ENFORCEMENT BOARD

10 Southwest 2nd Avenue
Gainesville, Florida 32601-6294
(352) 337-6189
Fax (352) 264-6964

MEMORANDUM

TO: Chair Pinkoson; Commissioners DeLaney, Long, Byerly and Baird
Alachua County Board of County Commissioners

FROM: Jerry Painter, Chair
Code Enforcement Board

DATE: October 6, 2011

SUBJECT: Code Enforcement Board Annual Report – FY 2010/2011

The Code Enforcement Board (CEB) is a quasi-judicial body appointed by the Board of County Commissioners as provided in Florida Statutes – Chapter 162, and the Alachua County Code – Chapter 24. The Code Enforcement Board has jurisdiction to hear and decide on alleged violations of all codes and ordinances in force in Alachua County as referenced in Section 24.05 of the Alachua County Code. The main goal of the CEB is to obtain compliance, by having an adjudicated violator correct the violation within a reasonable period of time. In order to achieve compliance, the CEB is empowered to; issue findings of fact based on evidence in the record and conclusions of law; issue an order affording the proper relief containing a specified date for a reasonable time for compliance; and impose a fine if compliance is not attained by the said date.

During the fiscal year from October 1, 2010 to September 30, 2011, the Code Enforcement Board conducted hearings on fifty one (51) new cases alleging 78 separate violations. Three (3) cases were found to have respondents that came into compliance prior to adjudication. Twenty one (21) of the cases have been closed with the violators coming into compliance after adjudication. Twenty seven (27) cases remain open after adjudication with either date for compliance set and/or fines per day accumulating for non-compliance after hearing. Sixteen (16) cases had Non-Compliance Hearings. There are currently 194 cases with open liens filed because of action by the Code Enforcement Board with an outstanding balance of $13,659,199 as of September 30, 2011 with daily fines accruing. The Code Enforcement Board Adjudication Log, Violation Log and Lien Log are attached for reference.

The majority of the cases this year were related to unserviceable vehicles. Other cases included junk and debris, improvement of property prior to the issuance of a building permit, minimum housing violations, sign violations, and other land development and zoning code infractions.

The Code Enforcement Board throughout its existence has strived to achieve compliance through the imposition of reasonable time frames to correct violations and applicable fines for those violators that don't come into compliance with the orders of the CEB. Our Board has always tried to be fair and consistent in our deliberations when imposing orders for corrective action and fines.

There continue to be occasions where the respondent may not have the physical ability or financial means to comply with the order of the CEB. The CEB again this year wishes to recognize the Office of Codes Enforcement Staff for the fine job that they do in assisting our citizens in finding alternatives to code enforcement action and innovative ways to achieve compliance. For example, staff may coordinate with a service organization or church group to provide community service to violators that could not physically conduct clean-up activities themselves.

During the last fiscal year, the Code Enforcement Board received seven (7) requests for reduction or rescission of fines, which were heard by the Board on cases that were previously adjudicated guilty with a fine levied after non-compliance. Typically, there are liens filed and recorded on these properties for the fines accrued. Many of these reduction/rescission requests are initiated when a property owner wants to sell or refinance property that is encumbered by a CEB lien, and the respondent is asking for a release of lien in addition to the reduction in fine. The ongoing policy of the CEB has been not to consider a request for a reduction/rescission of fine or satisfaction/release of lien unless the violation has been totally corrected and the property brought into full compliance.

In determining the amount of the fine, the CEB considers the gravity of the violation, any actions taken by the violator to correct the violation, and previous violations committed by the violator. When considering the reduction or rescission of a fine on a respondent found guilty of a violation, and after determining that compliance has taken place, the CEB also reviews the costs in prosecuting the case and the costs for repairs, if any, incurred by Alachua County, which can be included in the lien.

A total of $20,781.10 in fines and prosecution costs were paid to Alachua County during FY 10/11 for violations adjudicated by the Code Enforcement Board. This year we ended the collection program with Stiles, Taylor & Grace with the Final Summary Judgments of Foreclosures issued on the remaining two (2) foreclosures cases located at Parcel Number 06876-033-000 (Lot 33, 34 & 35 in Arredonda Estates) and Parcel Numbers 19972-002-000 and 19972-004-000 (10.07 acres located south on Hawthorne on the west side of Highway 301).

Our Code Enforcement Board wishes to thank the Office of Code Enforcement and particularly Katharine Bruning, our legal secretary for the hard work and dedication she has provided to our board. To the Code Enforcement Officers throughout the County, our Board appreciates your diligence and dedication to achieve compliance with the codes and ordinances in Alachua County.

This report is respectfully submitted for information and consideration by the Board of County Commissioners.

cc: Randall Reid
Steve Lachnicht
Rick Wolf
Benny Beckham
David Wagner, Esq.
David Schwartz, Esq.
Sylvia Torres, Esq.

September 19, 2011	ADJUDICATION LOG																		
CODE ENFORCEMENT BOARD	**97/98**	98/99	99/00	00/01	01/02	02/03	03/04	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14	14/15	15/16
Continued	5	10	10	10	8	11	5	6	2	2	2	1	3	4					
Guilty	43	79	73	77	55	50	22	28	65	55	42	56	34	27					
Dismissed	1	0	2	1	4	1	2	1	1	1	3	3	1	7					
Dismissed but in Comp	1	0	0	0	0	0	0	0	0	0	0	0	0	0					
Guilty but in Comp	18	28	56	39	49	32	18	23	13	18	10	14	13	14					
Not Guilty	0	1	0	4	0	0	0	0	0	0	0	1	0	1					
Request fine reduce/rescinded	0	13	15	8	20	13	35	25	17	20	11	10	12	7					
Request foreclosure on Lien	0	1	1	0	0	0	0	0	0	0	0	0	0						
Guilty/Irreparable & irreversible	0	0	3	2	4	0	1	0	0	0	0	0	0	0					
Proposed Settlement	0	0	0	0	0	1	0	0	0	0	0	0	1	0					
Requesting accepting cost of mitigation	0	0	0	0	0	1	0	0	0	0	0	0	0	0					
Request County clean up and recover costs	0	0	0	0	0	1	0	0	0	0	1	1	0	0					
Non-Compliance Cases	0	0	0	0	0	0	0	8	38	22	22	30	25	16					
Reconsideration of Repeat Violation	0	0	0	0	0	0	0	0	0	1	0	0	0	0					
Request to Stay CEB Order													1	1					
Upheld Dangerous Dog determination													1	1					

September 19, 2011	VIOLATION LOG																
CODE ENFORCEMENT BOARD	97/98	98/99	99/00	00/01	01/02	02/03	03/04	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14
72.15														1			
72.16													1				
72.17.5													2	1			
74.20(a)	40	79	67	37	18	5	7	4	20	25	13	29	9	15			
74.20(b)	28	73	78	59	41	35	17	24	45	33	15	28	11	17			
74.20(c)							1				1	1					
74.23	1																
74.29	4	9	2	8	5	3	2	1	3	3	2	8	5	2			
75.201							2	1		1							
75.201(b)			1	1	2	3	1				1						
75.201(c)				2	1												
75.201 (d)						1											
75.201 (g)						1											
75.205							1										
75.206						1											
75.301			3	9	13	1											
92.13		1															
92.5 - 10.8d.i	1																
110.02					1												
331.01			2														
332.01		4	8	12	4	8	2	1	5	3	2	5	2	8			
332.02		3	5														
333.2			2	2													
333.21			1														
333.31		1															
334.03		2	2	3		1		2	1								
335.05									1	2		2	2	4			
341.05				2				1	3								
342.04				1													
342.05	1		1	1	2		3										
344.05					2			1									
345.05			1														
345.06					2			4									
345.11						2											

September 19, 2011	VIOLATION LOG																
CODE ENFORCEMENT BOARD	97/98	98/99	99/00	00/01	01/02	02/03	03/04	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14
345.17					3												
345.2	1	4			6		1	8									
345.3					1												
347.02			6	3	3			1									
347.05			2		2												
359.04			2	2	4		4	2									
359.07 (b)					2		3	2									
362.02					1	1											
382.08				1													
391.04	3	7	21	10	11	15	7	10	19								
Chapter 392				1													
392.2	1	3	15	4	2	5	1	2	4								
392.21	1																
392.31		4		1	1	3	1										
392.32					1	1		1									
392.42 (c)						1											
392.63					1												
392.64	1		1		1			1									
392.68	1		2		5			1									
392.72						1											
392.73						1											
393.1	1	1		2													
393.12		2															
393.13	1	1	1	1													
393.14							1										
393.16				1		1											
393.18		1	1														
393.28		2	2	1	2	1	1	1									
393.29.5		1															
393.32	1	1	2		1	3		1									
393.37								1									
393.41		3	1														
393.46	1	2	1	4	2	1											
393.47	1	1	2	1	2	1	1										
394.27				1													

September 19, 2011	VIOLATION LOG																
CODE ENFORCEMENT BOARD	97/98	98/99	99/00	00/01	01/02	02/03	03/04	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14
394.34					1												
395.2				2	2												
395.34	1	2															
396.06					2												
402.140(b)									3	18	28	24	20	15			
402.164										1	2	2					
403.03											1	1					
403.04										1	1						
403.05										1							
404																	
404.06										1							
404.08.5												2					
404.09									1	1							
404.13										1		1	1				
404.18										1			1	1			
404.62									2				3				
404.77										1							
404.79										1							
404.82.5										2	1	2		1			
404.83													1				
404.85										1							
404.86													1				
405.14													1				
405.37												1					
405.38												1					
406.02												1					
406.1												1	2				
406.11													1				
406.12											1	1	2				
406.39												1					
406.41(b)									1	3	2	3	3				
406.42												1					
406.43(d)									1	3	2						
407.11										1	2			4			

September 19, 2011	VIOLATION LOG																
CODE ENFORCEMENT BOARD	97/98	98/99	99/00	00/01	01/02	02/03	03/04	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14
407.18														1			
407.20(a)									1	1	1			1			
407.26										2	1			1			
407.28										3	6	1	2	3			
407.3											2						
407.31										1							
407.38(a)										1	2						
407.39												1	2	3			
408.21									1		1						
409.01												1					
Article 17										1							
TOTAL VIOLATIONS								70	111	113	87	118	72	78			

CODE ENFORCEMENT BOARD LIEN LOG - OCTOBER 1, 2011

CASE	OF	RESPONDENT	PARCEL NUMBER	PROPERTY ADDRESS	CEB HEARING	LIEN FILED	REINSPECT	FINE DUE AND FINE RUNNING	TOTAL
01-066	LP	Adams, Anthony	06678-050-004 - home	1811 SW 67th Terrace Gainesville	08/02/01	10/10/01	Comp	$660 - final total	$660
06-004	DH	Adams, Margaret Heirs	06890-040-000	5013 SW 65th Court	01/05/06	05/12/06	Comp	$645 - final total	$645
06-005	DH	Adams, Margaret Heirs	06890-040-000	5013 SW 65th Court	01/05/06	05/12/06	08/18/11	$51,600 (as of 10/1/11) plus $25 per day	$51,600
06-006	DH	Adams, Margaret Heirs	06890-040-000	5013 SW 65th Court	01/05/06	05/12/06	Comp	$21,200 - final total	$21,200
97-038	JW	Agnew, H. W., Jr.	17549-004-009 - home	7818 NE 108th Avenue Gainesville	09/04/97	03/13/98	08/04/11	$100,980 (as of 10/1/11)- plus $20 per day	$100,980
08-015	BL	Alderman, Romulous	18762-001-000	6200 Block of Dogwood Lane, Melrose	04/03/08	09/10/08	09/15/09	$120,860 (as of 10/1/11) - plus $100 day	$120,860
05-068	DH	Ali, Amir	10880-002-000	5412 E University Ave	11/03/05	02/10/06	03/25/11	$106,650 (as of 10/1/11) plus $50 per day	$106,650
05-067	DH	Ali, Amir	10880-002-000	5412 E University Ave	11/03/05	04/13/06	Comp	$17,060 - final total	$17,060
09-016	DH	Ali, Amir	10880-002-000	5412 E University Ave	03/05/09	05/15/09	03/28/11	$91,320 (as of 10/1/11) plus $100 per day	$91,320
09-033	DH	Ali, Amir	10880-002-000	5412 E University Ave Gainesville	05/07/09	05/15/09	03/25/11	$181,620 (as of 10/1/11) plus $200 per day	$181,620
10-050	JM	Aplin, Charles T.	04626-002-020	10011 SW 138th Street, Archer	12/02/10	03/11/11	01/12/11	$27,550 (as of 10/1/11) plus $50 per day per violation (2)	$27,550
08-032	DH	Atwood, Robert & Robin	06048-010-060 home	4373 NW 61st Terrace Gainesville	07/03/08	07/10/08	Comp	$2,030 - final total	$2,030
09-060	JW	Bageant, Betty	05882-010-059 - home	2320 NW 116th Place Gainesville	09/03/09	12/11/09	03/09/11	$38,150 (as of 10/1/11) plus $50 per day per violation	$38,150
99-031		Baker, Richard E.	foreclosed		03/04/99	06/01/99	foreclosed	$8,580 - final total	$8,580
05-076	DH	Banister, Debra Ann Sims	16157-000-000	1441 SE 28th Ave	01/05/06	03/09/06	08/18/11	$103,360 (as of 10/1/11) plus $50 per day	$103,360
05-075	DH	Banister, Debra Ann Sims	16157-000-000	1441 SE 28th Ave	01/05/06	03/09/06	Comp	$10,535 - final total	$10,535
99-100	JW	Barbarito, James & Masters, Cynthia Lee	16232-001-000 - home	1604 SE 30th Place Gainesville	10/07/99	11/08/99	Comp	$960 - final total	$960
05-007	DH	Batie, Billy Franklin, Jr & Barbara F	07764-010-002	13209 North County Road 225	02/03/05	05/18/05	Comp	$120 - final total	$120
06-045	DH	Batie, Billy Franklin, Jr & Barbara F	07764-010-002	13209 North County Road 225	06/01/06	09/07/06	Comp	$2,890 - final total	$2,890
06-044	DH	Batie, Billy Franklin, Jr & Barbara F	07764-010-002	13209 North County Road 225	06/01/06	12/14/06	Comp	$300 - final total	$300
01-111	JW	Batie, Billy			11/01/01	02/14/02	Comp	$2,150 for the Responsible Party Billie Batie only	$2,150
08-054	JM	Blanco, Rick & Karla & Erika	16097-002-000	2515 SE 15th Avenue Gainesville	11/06/08	02/20/09	Comp	$1,410 - final total	$1,410
03-078	DW	Bootle, Janice & Jessica & Abiegail	18976-000-000 - home	1626 NE 191 Terrace Hawthorne	12/03/03	03/05/04	Comp	$60 - final total	$60
09-077	JM	Bowers, William R. Estate of	06890-083-000	5219 SW 65th Court Gainesville	12/03/09	03/12/10	Comp	$23,720 - final total	$23,720
90-086	JM	Bradley, Henry & Rosa	07005-005-000	6310 SW 51st Terrace	04/04/90	07/14/92	Comp	$66,640 - final total	$66,640
03-040	LF	Bradley, Rosa Mae & Henry	07005-005-000	6310 SW 51st Terrace	06/05/03	10/15/03	Comp	$19,785 - final total	$19,785
99-068	JW	Brazil, Craig A.	07634-004-003 - home	329 NW 192nd Avenue Gainesville	10/07/99	03/03/00	Comp	$1,180 - final total	$1,180
05-058	JM	Brooks, Brooks & Brooks	18060-042-007 - home	15605 SE Hawthorne Road, Hawthorne	11/03/05	02/10/06	Comp	$104,400 - final total	$104,400

CODE ENFORCEMENT BOARD LIEN LOG - OCTOBER 1, 2011

CASE	OF	RESPONDENT	PARCEL NUMBER	PROPERTY ADDRESS	CEB HEARING	LIEN FILED	REINSPECT	FINE DUE AND FINE RUNNING	TOTAL
98-076	JM	Brooks & Markham & Markham, now owned by Paul Varnes	19865-001-000	5809 SE 156th Terrace Hawthorne	11/05/98	01/06/99	Comp	$170,950 - final total	$170,950
00-135	LP	Brown, Joseph D.(see Nelson, Marvin & Ada)	18647-000-000 - home		11/02/00	06/07/01	Comp	$650 - final total	$650
08-004	JW	Brown & Ross, Katie	04253-000-000	17504 NW 20th Avenue Newberry	02/07/08	08/15/08	Comp	$15,495 - final total	$15,495
94-010	SE	Burch, Beverly Leavell & Wallace Jr.			06/02/94	12/01/94	Comp	$3,100 - final total	$3,100
09-068	JM	Califf, James	02585-008-000 - home	29325 SW 30th Avenue - Newberry	10/01/09	01/07/10	Comp	$240 - final total	$240
06-035	JM	Cassels, Melisa Kae	20112-001-000 - home	16608 SE Highway 301 Lochloosa	05/04/06	12/14/06	04/14/11	$48,805 (as of 10/1/11) plus $25 per day	$48,805
09-074	LF	Chancey, Thomas R.	18144-000-000 - home	9908 SE CR 2082 - Gainesville	12/03/09	02/12/10	Comp	$295 - final total	$295
09-075	LF	Chancey, Thomas R.	18144-000-000 - home	9914 SE CR 2082 - Gainesville	12/03/09	03/12/10	Comp	$2,250 - final total	$2,250
09-015	LF	Clark, Suzanne K	06840-010-013 - home	7141 SW 34th Place Gainesville	03/05/09	05/08/09	Comp	$120 - final total	$120
09-047	JM	Contreras, German	03046-001-000	15907 NW 188th Street - Alachua	07/02/09	04/07/10	Comp	$400 - final total	$400
03-018	LF	Cooper, Bobbi Lynn	18692-000-000 – home	6010 Centre Street Melrose	03/06/03	06/27/03	Comp	$680 – final total	$680
05-022	ER	Cooper, Bobbi Lynn	18692-000-000	6010 Centre Street Melrose	04/07/05	04/19/05	Comp	$1,330 total	$1,330
03-002	ER	Corr, John Harry & Natalie Beth	18700-000-000	6202 Hampton Street Melrose	02/06/03	10/06/03	08/05/03	$29,780 (as of 10/1/11) plus $10 per day	$29,780
10-017	HM	Critchett, Charles A.	20191-010-003 - home	21512 South County Road 325 Hawthorne	05/06/10	02/11/11	01/04/11	$27,480 (as of 10/1/11) plus $100 per day	$27,480
07-047	DH	Curry, Christopher J.	06656-500-001	737 NW 84th Street	08/02/07	11/09/07	Comp	$2,620 - final total	$2,620
08-043	DH	Curry, Christopher J.	signs		08/07/08	09/10/08	Comp	$5,640 - final total	$5,640
00-113	JW	Curtis, Ralph	04592-005-000 - home	8301 SW 154th Street (8207)	08/03/00	12/19/00	Comp	$960 - final total	$960
09-078	HM	Danielson, Leo and Annie	07628-001-000	18127 NE 21st Street Gainesville	12/03/09	09/10/10	Comp	$46,740 - final total	$46,740
02-019	MB	Davis, Alfred - Schultz & Sheet	responsible party only	21302 NE 46th Ave Melrose	03/07/02	06/17/02	Comp	$350 - final total	$350
98-098	TS	Davis, Gloria M.	07350-030-018 - home	9005 SW 104th Terrace	11/05/98	01/06/99	Comp	$12,570 - final total	$12,570
04-005	LF	Degroat, D.R. & Roselyn	01537-002-000	25218 NW 148th Place High Springs	03/04/04	05/11/04	04/05/04	$68,760 (as of 10/1/11) plus $25 per day	$68,760
09-050	JM	DES Properties, LLC	06876-076-000	5023 SW 70th Terrace Gainesville	07/02/09	10/09/09	08/18/11	$79,360 (as of 10/1/11) plus $100 per day	$79,360
03-059	LF	Dickhaut, Donald	05720-001-004 - home	18604 NW 81st Terrace, Alachua	09/04/03	08/06/04	04/04/11	$54,160 (as of 10/1/11) plus $20 per day	$54,160
10-008	DH	Dippel, Joann Heirs and Tammy and Greg Gregoire	07837-043-000	7921 NE 57th Terrace Gainesville	04/01/10	09/10/10	Comp	$280 - final total	$280
10-009	DH	Dippel, Joann Heirs and Greg Gregoire	07837-043-000	7921 NE 57th Terrace Gainesville	04/01/10	09/10/10	Comp	$2,300 - final total	$2,300
96-057	JW	Dixon, J. R. & Bonnie	06034-019-000	6606 NW 77th Street Gainesville	04/03/97	01/13/98	08/04/11	$51,730 (as of 10/1/11) plus $10 per day	$51,730

CODE ENFORCEMENT BOARD LIEN LOG - OCTOBER 1, 2011

CASE	OF	RESPONDENT	PARCEL NUMBER	PROPERTY ADDRESS	CEB HEARING	LIEN FILED	REINSPECT	FINE DUE AND FINE RUNNING	TOTAL
97-001	JW	Dixon, Virgil Heirs	04081-000-000 - home	19202 NW 62nd Ave Alachua	04/03/97	01/13/98	08/15/11	$52,030 (as of 10/1/11) plus $10 per day	$52,030
98-018	TS	Donohue, Dennis J. foreclosed out		personal only	03/05/98	06/08/98	foreclosed	$3,325 - final total	$3,325
07-030	JM	Dragon Master Martial Arts and Steven Levi			04/05/07	06/14/07	Comp	$1,000 - final total	$1,000
00-076	LF	Duncan, Eva B. & Duncan Hanzel D. - foreclosed out		personal only	06/01/00	08/24/00	foreclosed	$26,940 - final total	$26,940
10-036	DH	Eckman, Charles E. & Betty	18378-002-035 - home	17913 NE 136th Avenue Waldo	09/02/10	12/10/10	10/20/10	$29,250 (as of 10/1/11) plus $50 per day per violation (1) left	$29,250
92-054	SE	Edwards, William C.	18060-034-001	6221 SE 156th Terrace Hawthorne	09/03/92	06/09/94	Comp	$2,500 - final total	$2,500
07-075	LF	Englert, Frederick S.	17605-001-029	8400 NE 77th Lane	12/06/07	03/14/08	08/08/11	$136,580 (as of 10/1/11) plus $100 per day	$136,580
07-076	LF	Englert, Frederick S.	17605-001-029	8400 NE 77th Lane	12/06/07	03/14/08	08/08/11	$133,580 (as of 10/1/11) plus $100 per day	$133,580
08-013	LF	Englert, Frederick S.	17605-001-029	8400 NE 77th Lane	04/03/08	08/15/08	08/08/11	$243,300 (as of 10/1/11) plus $200 per day	$243,300
10-043	DH	Ford, Jessie L.	07764-102-002	13323 NE 34th Terrace	10/07/10	04/12/11	Comp	$5,950 - final total	$5,950
97-020	JM	Freed, Daniel T.	06940-001-000	5801 SW 53rd Place	05/01/97	06/03/97	08/08/11	$2,632,500 (as of 10/1/11) plus $500 per day	$2,632,500
10-005	DH	Gaither, Teresa Brasby	18381-010-011	18326 NE 132nd Avenue Waldo	02/04/10	02/12/10	Comp	$7,710 - final total	$7,710
06-088	JW	Garner, Harry	17745-002-000 - home	2853 NE 59th Street	12/07/06	07/10/07	Comp	$71,680 - final total	$71,680
08-055	DH	GatorSpud Properties, Inc.	06656-060-014	520 SW 69th Street, Unit A, Gainesville	11/06/08	02/20/09	Comp	$12,940 - final total	$12,940
08-064	LF	GatorSpud Properties, Inc.	06656-060-014	520 SW 69th Street, Unit F, Gainesville	12/04/08	02/20/09	Comp	$6,620 - final total	$6,620
10-053	JM	GatorSpud Properties, Inc.	06655-311-007	718 SW 67th Terrace, Unit 7, Gainesville	12/02/10	12/10/10	11/12/10	$80,640 (as of 10/1/11) plus $250 per day	$80,640
10-054	JM	GatorSpud Properties, Inc.	06655-311-003	718 SW 67th Terrace, Unit 3, Gainesville	12/02/10	12/10/10	11/12/10	$80,640 (as of 10/1/11) plus $250 per day	$80,640
10-055	JM	GatorSpud Properties, Inc.	06655-311-004	718 SW 67th Terrace, Unit 4, Gainesville	12/02/10	12/10/10	11/12/10	$80,640 (as of 10/1/11) plus $250 per day	$80,640
10-056	JM	GatorSpud Properties, Inc.	06655-311-005	718 SW 67th Terrace, Unit 5, Gainesville	12/02/10	12/10/10	11/12/10	$80,640 (as of 10/1/11) plus $250 per day	$80,640
09-024	JW	Gibbs, Dwight & Degesree	03166-002-000 - home	11516 West SR 235	05/07/09	05/15/09	Comp	$8,720 - final total	$8,720
01-061		Goodman, Herman & Ruth Beth	18046-009-000	14823 SE 47th Avenue Hawthorne	07/05/01	12/14/01	Comp	$150 - total (pmt made)	$150
		Gordon, Mary - see Williams, Jeffrey							
95-101	JM	Gordon, Robert E, Trustee	18808-003-000	5734 NE County Road 1469, Hawthorne	04/04/96	03/17/98	04/04/11	$281,350 (as of 10/1/11) plus $50 per day	$281,350
96-040	JW	Green, James Irvin & James Irvin, Jr.	18999-000-000	925 NE Hwy 301 Hawthorne	04/03/97	01/13/98	Comp	$25,350 - final total	$25,350
08-058	JW	Griffen, Louise M.	06306-040-009 - home	1208 NW 101st Drive Gainesville	12/04/09	03/13/09	Comp	$2,420 - final total	$2,420
01-115	LF	Hale, Coy Leonard & Drucilla Yvette	16237-012-000 – home	3947 SE 15th Street Gainesville	11/01/01	12/14/01	Comp	$175 - final total	$175

CODE ENFORCEMENT BOARD LIEN LOG - OCTOBER 1, 2011

CASE	OF	RESPONDENT	PARCEL NUMBER	PROPERTY ADDRESS	CEB HEARING	LIEN FILED	REINSPECT	FINE DUE AND FINE RUNNING	TOTAL
03-010	LF	Hale, Coy Leonard & Drucilla Yvette	16237-012-000 - home	3947 SE 15th Street Gainesville	02/06/03	04/10/03	Comp	$77,175 - final total	$77,175
09-064	DH	Hamilton, Kimberly	foreclosed out	personal only	11/05/09	07/07/10	05/06/11	$12,120 - final total	$33,520
06-039	DH	Hathcock, Tony & Robinson, Brenda	04225-002-000	1617 NW 154th Street Newberry	05/04/06	07/17/06	Comp	$815 - final total	$815
07-001	DH	Hathcock, Tony & Robinson, Brenda	04225-002-000	1617 NW 154th Street Newberry	02/01/07	02/09/07	Comp	$1,390 - final total	$1,390
03-048	MM	Hawthorne Learning Center, Inc.	n/a	5228 SE US Highway 301 Hawthorne	06/12/03	09/05/03	Comp	$3,500 – final total	$3,500
98-110	TS	Hayes, Paul	06135-002-000 - home	5226 NW 31st Ave Gainesville	12/03/98	02/19/99	never done for subsurficial	$217,850 (as of 10/1/11) plus $25 per day per violation (2)	$217,850
09-021	DH	Hearn, John Joseph	19554-018-001	6527 SE 232th Terrace, Hawthorne	04/02/09	07/08/09	Comp	$1,520 - final total	$1,520
09-049	JM	Herring, Christopher	foreclosed/out	personal only	07/02/09	01/15/10	Comp	$18,700 - final total	$18,700
02-052	JW	Hines, Lula Mae / Hines, Aaron	17745-000-000	2705 NE 59th Street	09/05/02	11/12/02	Comp	$76,675 - final total	$76,675
98-041	JW	Hodges, Nathaniel	07119-000-000 - home	5620 SW 13th Street	06/04/98	08/25/98	Comp	$2,025 - final total	$2,025
06-023	DH	Hodges, Nathaniel	07119-000-000 - home	5620 SW 13th Street	04/06/06	08/10/06	03/28/11	$191,420 (as of 10/1/11) plus $100 per day	$191,420
06-024	DH	Hodges, Nathaniel	07119-000-000- home	5620 SW 13th Street	04/06/06	06/02/06	Comp	$7,035 - final total	$7,035
05-042	JM	Holt, Margaret Eberhardt & Kenneth & Rebecca Wiggins	07405-004-000 - home	9508 SW 153rd Street	08/04/05	11/09/05	Comp	$360 - final total	$360
07-055	DH	Hunt, Aaron & Josephine	10864-023-000 - home	401 NE 47th Terrace	09/06/07	02/14/08	Comp	$3,180 - final total	$3,180
09-053	DH	Hunt, Aaron & Josephine	10864-023-000 - home	401 NE 47th Terrace	08/06/09	08/13/09	Comp	$83,060 - final total	$83,060
08-039	DH	Johnson, John & McPherson, Louvenia	07200-004-000 home	2040 SW 56th Avenue Gainesville	08/07/08	11/14/08	Comp	$240 - final total	$240
10-045	DH	Johnson, Monica D.	07837-012-000 - home	7813 NE 57th Terrace Gainesville	11/04/10	07/15/11	Comp	$350 - final total	$350
03-058	LF	Jouzdani, Khosro and Saltant	06857-006-028- home	5501 SW 82nd Terrace	09/04/03	11/12/03	Comp	$800 - final total	$800
08-049	JM	KBW Properties, Inc.	07070-000-000	9606 SW Archer Road Gainesville	10/02/08	12/12/08	Comp	$17,980 - final total	$17,980
07-040	JW	King, Robert L.			06/07/07	06/11/08	Comp	$50 - final total	$50
10-051	JW	King, Robert L.			12/02/10		Comp	$340 - final total	$340
		Klopp, Richard - See NGR Pure Trust							void
07-046	LF	Kropff, James T. & Judi P	18211-005-000 - home	8424 SE County Road 2082 Gainesville	07/05/07	07/10/07	Comp	$3,700 - final total	$3,700
05-060	DH	Lang, Shirley Heirs & Iechia Scott	16134-045-006	3480 SE 21st Avenue Gainesville	11/03/05	02/10/06	Comp	$1,665 - final total	$1,665
05-071	DH	Lang, Shirley Heirs & Iechia Scott	16134-045-006	3480 SE 21st Avenue Gainesville	12/01/05	03/09/06	Comp	$120 - final total	$120
08-036	JW	Lee, Walker L.		various right of ways	07/03/08	10/07/08	Comp	$480 - final total	$480

CODE ENFORCEMENT BOARD LIEN LOG - OCTOBER 1, 2011

CASE	OF	RESPONDENT	PARCEL NUMBER	PROPERTY ADDRESS	CEB HEARING	LIEN FILED	REINSPECT	FINE DUE AND FINE RUNNING	TOTAL
97-052	SE	Maass, Edward G., Heirs - sold by tax deed to DES Properties, LLC	06876-076-000	5023 SW 70th Terrace Gainesville	09/04/97	01/13/98	Comp	$23,220 - final total	$23,220
00-035	DW	Marks, John & (Speed, Henry only responsible)	01444-003-000	27302 NW 182nd Ave High Springs	04/06/00	08/22/00	Comp	$73,450 - final total	$73,450
08-022	LF	McCabe, Kevin	06890-038-000	5011 SW 64th Street Gainesville	05/01/08	08/15/08	Comp	$32,700 - final total	$32,700
00-124	JM	McIntosh, Kenneth & Helen	01923-001-001 - home	21404 SW 15th Avenue, Newberry, FL	09/07/00	02/13/01	08/08/11	$197,500 (as of 10/1/11) plus $50 per day	$197,500
00-125	JM	McIntosh, Kenneth & Helen	01923-001-001 - home	21404 SW 15th Avenue, Newberry, FL	09/07/00	11/28/00	08/08/11	$99,875 (as of 10/1/11) plus $25 per day	$99,875
11-003	LF	McKnight, Peggy Michelle	16193-010-004	1825 SE 46th Drive, Gainesville	01/06/11	04/12/11	02/15/11	$34,470 (as of 10/1/11) plus $50 per day & $100 per day	$34,470
08-006	JW	McMunn, Randy	07083-000-000	9508 SW Archer Road	03/05/08	09/10/08	Comp	$180 - final total	$180
08-035	DH	McPherson, Louvenia	07157-001-000	6025 SW 18th Terrace	07/03/08	07/10/08	Comp	$25,050 - final total	$25,050
10-027	JM	Meaut, Debra	06857-005-025	8031 SW 56th Avenue Gainesville	08/05/10	08/12/10	08/08/11	$93,550 (as of 10/1//11) plus $200 per day	$93,550
95-086	JW	Middleton, Lue E.	07434-001-000 - home	7404 SW County Road 346, Archer	12/07/95	02/26/96	Comp	$43,410 - final total	$43,410
97-016	JW	Middleton, Lue E.	07434-001-000 - home	7404 SW County Road 346, Archer	05/01/97	02/10/98	Comp	$37,760 - final total	$37,760
07-049	JM	Middleton, Lue E.	07434-001-000	7404 SW County Road 346, Archer	08/02/07	11/09/07	08/09/11	$73,180 (as of 10/1/11) plus $50 per day	$73,180
10-044	DH	Mimbs, Stephen C.	18845-008-000 - home	20523 NE 45th Place Hawthorne	11/04/10	03/11/11	01/24/11	$27,490 (as of 10/1/11) plus $50 per day per violation (2)	$27,490
02-098	LF	Mitchell, Jeremiah, Trustee	17742-017-000 – home	2401 NE 69th Terrace Gainesville	12/05/02	09/05/03	Comp	$1,280 final	$1,280
07-031	LF	Mitchell, Jeremiah, Trustee	17742-017-000 - home	2401 NE 69th Terrace Gainesville	05/03/07	09/13/07	Comp	$4,820 - final total	$4,820
00-078	JW	Mock, Barbara J.	04255-017-003	18008 NW 29th Place	06/01/00	08/24/00	Comp	$58,000 - final total	$58,000
11-013	DH	Moore, Alvin Talmadge II & Dina Lynn	07836-050-001 - home	7131 NE 57th Street Gainesville	05/05/11	07/15/11	06/07/11	$12,150 (as of 10/1/11) plus $50 per day per violation (2)	$12,150
10-015	LF	Morgan, Anthony & Lorene	16186-003-000 - home	1724 SE 50th Street Gainesville	05/06/10	09/10/10	Comp	$280 - final total	$280
01-086	LP	N G R Pure Trust & Richard Klopp - Final Summary Judgment of Foreclosure - ready for sale	06876-034-000	4933 SW 69th Street	09/06/01	12/14/01	Comp - 1 9/25/08	$1,231,078.70 County Foreclosured on all properties - CEB 01-086, CEB 01-087, CEB 02-014	$1,231,079
01-087	LP	N G R Pure Trust & Richard Klopp - Final Summary Judgment of Foreclosure - ready for sale	06876-033-000	4923 SW 69th Street	09/06/01	12/14/01	Comp - 1 9/25/08	$1,231,078.70 County Foreclosured on all properties - CEB 01-086, CEB 01-087, CEB 02-014	
02-014	JD	N G R Pure Trust & Richard Klopp - Final Summary Judgment of Foreclosure - ready for sale	06876-035-000	5007 SW 69th Street	05/02/02	07/15/02	9/25/2008 Foreclosure	$1,231,078.70 County Foreclosured on all properties - CEB 01-086, CEB 01-087, CEB 02-014	
07-032	LF	Neal, Callie Mae	17742-024-000	2604 NE 69th Terrace	05/03/07	07/10/07	05/25/11	$79,170 (as of 10/1/11) plus $50 per day	$79,170
06-032	JM	Neblett, Marian Jean	06876-078-000 - home	5014 SW 70th Terrace	05/04/06	07/17/06	Comp	$180 - final total	$180
		Nelson, Marvin & Ada (see Joseph D. Brown - responsible party only)							void

CODE ENFORCEMENT BOARD LIEN LOG - OCTOBER 1, 2011

CASE	OF	RESPONDENT	PARCEL NUMBER	PROPERTY ADDRESS	CEB HEARING	LIEN FILED	REINSPECT	FINE DUE AND FINE RUNNING	TOTAL
04-013	MB	Nickerson, Peter & Lee Ann	05337-005-000	26909 NW County Road 239 Gainesville	03/04/04	10/12/04	11/03/09	$130,300 (as of 10/1/11) plus $50 per day	$130,300
91-075	SD	Nipper, Bobby & Martha	08185-000-000 - home	5720 NE 39th Blvd Gainesville	09/05/91	11/20/92	08/11/11	$289,410 (as of 10/1/11) plus $30 per day	$289,410
00-083	JW	Nipper, Bobby & Martha	08185-000-000 - home	5720 NE 39th Blvd Gainesville	07/06/00	01/26/01	08/05/11	$100,325 (as of 10/1/11) plus $25 per day	$100,325
00-086	JW	Nipper, Bobby & Martha	08185-000-000 - home	5720 NE 39th Blvd Gainesville	07/06/00	01/26/01	08/05/11	$40,130 (as of 10/1/11) plus $10 per day	$40,130
00-087	JW	Nipper, Bobby & Martha	08185-000-000 - home	5720 NE 39th Blvd Gainesville	07/06/00	01/26/01	08/05/11	$40,130 (as of 10/1/11) plus $10 per day	$40,130
00-088	JW	Nipper, Bobby & Martha	08185-000-000 - home	5720 NE 39th Blvd Gainesville	07/06/00	03/08/01	08/05/11	$39,230 (as of 10/1/11) plus $10 per day	$39,230
06-037	DH	Park, Lenetta Y.	06878-041-000 - home	5404 SW 69th Street Gainesville	05/04/06	03/09/07	Comp	$180 - final total	$180
07-018	DH	Park, Lenetta Y.	06878-041-000 - home	5404 SW 69th Street Gainesville	03/01/07	03/09/07	Comp	$88,440 - final total	$88,440
07-019	DH	Park, Lenetta Y.	06878-041-000 - home	5404 SW 69th Street Gainesville	03/01/07	03/09/07	Comp	$19,410 - final total	$19,410
02-042	LF	Perkins, Denise	16236-010-012	1511 SE 35th Avenue	07/11/02	09/13/02	Comp	$63,650 - final total	$63,650
10-028	JM	Porter, Reba Life Estate and Salvatore John Mazzei	04527-004-002	6424 SW 170th Street Archer	08/05/10	12/10/10	09/23/10	$19,830 (as of 10/1/11) plus $50 per day	$19,830
05-070	DH	Pratt, Steven M.	16140-000-000	1505 SE 27th Street	11/03/05	02/10/06	05/25/11	$53,325 (as of 10/1/11) plus $25 per day	$53,325
05-061	DH	Pratt, Steven M.	16140-000-000	1505 SE 27th Street	11/03/05	03/09/06	Comp	$10,600 - final total	$10,600
01-034	LP	Price, Flinchum, Singleton, & Singleton / Price, Steve - Resp Party Lien is against Resp Party only	18774-000-000 - home	24513 State Road 26 Melrose	05/03/01	07/10/01	Comp	$4,000 - final total	$4,000
10-026	LF	Rand LLC	16117-000-000	3009 SE Hawthorne Road Gainesville	07/01/10	07/07/10	08/18/11	$247,210 (as of 10/1/11) plus $500 per day	$247,210
03-037	DW	R. N. I., Inc., J. Daniel Peterson, William Patrick Brewster, Charles Sweet	07872-015-017	3811 NE 55th Place	05/01/03	09/05/03	Comp	$1,120 – final total	$1,120
09-012	JM	Rogers, Kathleen M	20106-000-000	16442 SE 210th Terrace Hawthorne	03/08/09	10/09/09	02/15/11	$76,080 (as of 10/1/11) plus $100 day	$76,080
03-064	BG	Rudy, Stephen	18354-043-036-home	14027 SE 174th Place Hawthorne	09/04/03	12/04/03	Comp	$58,600 - final total	$58,600
08-042	JM	Samad & Sons, Inc.	18354-042-068	14218 East County Road 325 Hawthorne	08/07/08	10/09/08	04/04/11	$169,980 (as of 10/1/11) plus $150 day	$169,980
00-092	DW	Sapp, Tannie, Jr.	07350-019-009 - home	9304 SW 101st Avenue	07/06/00	08/11/00	Comp	$50 - final total	$50
		Schultz, Clifford & Sheets, Phyllis - see Davis, Alfred							void
95-012	SE	Scott, Betty	17940-078-000 - home	411 SE 73rd Terrace	07/05/95	10/25/95	Comp	$9,450 - final total	$9,450
98-001	SE	Scott, Betty	17940-078-000 - home	411 SE 73rd Terrace	01/08/98	03/13/98	Comp	$117,780 – final total	$117,780
09-054	LF	Scott, Betty	17940-078-000 - home	411 SE 73rd Terrace	08/06/09	11/13/09	Comp	$112,840 - final total	$112,840

CODE ENFORCEMENT BOARD LIEN LOG - OCTOBER 1, 2011

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01-088	JW	Seaman, Joyce Moller	04073-000-000	18525 NW 94th Avenue	09/06/01	02/15/02	08/04/11	$35,860 (as of 10/1/11) plus $10 per day	$35,860
99-021		Sheppard, E. L. & Cassandra	17756-012-000 - home	2424 NE 71st Terrace	02/04/99	07/06/01	04/25/11	$431,850 (as of 10/1/11) plus $50 per day per violation	$431,850
99-041	TS	Shirvani, Khosro & Saltant	06857-006-028 - home	5501 SW 82nd Terrace	04/01/99	07/07/99	Comp	$590 - final total	$590
05-031	JM	Sigmon, Christopher Gene & Brenda Marie	04437-002-001	3516 SW 162nd Street Archer	06/02/05	09/09/05	Comp	$4,065 - final total	$4,065
95-056	SE	Simmons & Simmons	05258-000-000 - home	17615 SW 183rd Ave Archer	10/05/95	01/05/96	Comp	$530 - final total	$530
05-074	DH	Sims, Franklin D., Heirs	16158-001-000	2890 SE 15th Avenue	01/05/06	03/09/06	08/18/11	$103,360 (as of 10/1/11) plus $50 per day	$103,360
07-005	JM	Smith, Ellen	07829-002-001	3222 NE 73rd Avenue	02/01/07	10/10/07	06/15/11	$1,265,840 (as of 10/1/11) plus $200 per day per violation (4)	$1,265,840
94-011	SE	Smith, W. H. (Sold to Traxler & Traxler - after lien filed)	16205-006-000	3229 SE 25th Place	06/04/94	12/01/94	Comp	$1,760 - final total	$1,760
07-004	JM	Smith, William Roy	07829-002-015	3258 NE 73rd Avenue	02/01/07	10/10/07	Comp	$71,440 - final total	$71,440
09-022	DH	Standridge, William & Terri	19857-013-000 - home	17713 SE County Road 2082, Hawthorne	04/02/09	10/09/09	Comp	$5,600 - final total	$5,600
03-051	SS	Stallsworth, Martha	n/a	n/a	07/03/03	10/15/03	Comp	$320 final	$320
08-051	JM	Steadham, Charles	18732-003-003 - home	5402 NE 255th Drive Melrose	11/06/08	04/08/09	04/04/11	$97,160 (as of 10/1/11) plus $50 per day per violation(2)	$97,160
06-015	JW	Stephens, Stephanie R.	17756-006-000	7100 NE 25th Place	02/02/06	04/13/06	08/17/11	$51,140 (as of 10/1/11) plus $25 per day	$51,140
10-041	JM	Stiltner, Gary Lynn	06890-041-000	5014 SW 65th Court Gainesville	10/07/10	01/13/11	11/12/10	$33,720 (as of 10/1/11 plus $50 per day per violation (2)	$33,720
00-066	JM	Stritt, Ludi -Final Summary Judgment of Foreclosure - ready for sale	19972-004-000	10306 SE Block of US Highway 301	06/01/00	08/22/00	9/24/2008 Foreclosure	$203,254.32 - County foreclosed	$203,254
94-016	SE	Sullivan, A. T.	18772-002-000 - home	6308 Island Road Melrose	08/04/94	12/01/94	Comp	$38,400 - final total	$38,400
09-017	JM	Sullivan, William & Melinda	07682-015-003 - home	16102 NE 10th Street	03/05/09	07/08/09	08/08/11	$44,190 (as of 10/1/11) plus $50 er day	$44,190
08-024	LF	Tanner, Maude	05896-000-000	6101 NW 120th Lane, Gainesville	08/07/08	08/15/08	Comp	$1,060 - final total	$1,060
08-026	LF	Tanner, Maude	08596-000-000	6101 NW 120th Lane, Gainesville	08/07/08	08/15/08	Comp	$300 - final total	$300
10-003	JM	Teague, Randall A. & Kimberly D.	personal only		01/07/10	04/07/10	Comp	$4,450 - final total	$4,450
09-072	DH	Theus, Effie	07805-004-000 - home	9428 North County Rd 225 Gainesville	11/05/09	11/12/10	Comp	$350 - final total	$350
10-012	LF	Thomas, Cephas & Louisa and Michael Kirkland	18022-000-000	9927 SE Hawthorne Road Gainesville	05/06/10	09/10/10	Comp	$420 - final total	$420
11-002	LF	Thomas, Cephas & Louisa	18022-000-000	9927 SE Hawthorne Road Gainesville	01/06/11	01/13/11	Comp	$880 - final total	$880
98-079	JW	Tines & Hurd - now owned by Jacqueline B. Haywood	19009-000-000	1021 NE US Highway 301	10/01/98	02/19/99	05/21/11	$93,140 (as of 10/1/11) plus $10/$10 per day	$93,140
00-152	LP	Tovakoly, Mohamed	06678-100-012	1730 SW 69th Terrace	12/07/00	02/05/01	Comp	$300 - final total	$300
09-009	SK	Townes, David Keith	07141-000-000	2863 SW 56th Avenue Gainesville	02/02/09	09/11/09	Comp	$5,800 - final total	$5,800

CODE ENFORCEMENT BOARD LIEN LOG - OCTOBER 1, 2011

CASE	OF	RESPONDENT	PARCEL NUMBER	PROPERTY ADDRESS	CEB HEARING	LIEN FILED	REINSPECT	FINE DUE AND FINE RUNNING	TOTAL
07-034	DH	Tucker, Oliver L. & Marilyn	16134-047-004 - home	3140 SE 21st Avenue Gainesville	05/03/07	10/10/07	Comp	$240 - final total	$240
		Walker, S.J.	06353-001-000 - home	2250 NW 55th Terrace Gainesville		08/24/98	County cleaned	$2,531 - recovery lien - total	$2,531
10-007	JW	Walker, S.J.	06353-001-000 - home	2240 NW 55th Terrace Gainesville	06/03/10	09/10/10	08/05/11	$22,980 (as of 10/1/11) plus $50 per day	$22,980
07-024	DH	Watkins, Carla	10884-039-000 - home	205 NE 44th Street	04/05/07	11/09/07	Comp	$215 - final total	$215
07-070	DH	Watkins, Carla	10884-039-000 - home	205 NE 44th Street	12/06/07	02/14/08	Comp	$5,280 - final total	$5,280
10-006	DH	Watkins, Carla	10884-039-000 home	205 NE 44th Street	02/04/10	05/14/10	03/28/11	$28,930 (as of 10/1/11) plus $50 per day	$28,930
09-046	DH	White, Charles D.	Foreclosed	personal only	07/02/09	12/11/09	Comp	$16,710 - final total	$16,710
11-007	JM	Wilcox, Ronald L. & Benjamin	04534-000-000 - home	18816 SW 79th Avenue Archer	03/03/11	08/11/11	Comp	$350 - final total	$350
01-077	JM	Wiggins, Kenneth & Rebecca Newton	07405-004-000	9508 SW 153rd Street	09/06/01	11/06/01	08/11/11	$68,810 (as of 10/1/11) plus $10 per day	$68,810
07-023	DH	Williams, Darrell & Latanya	Foreclosed	personal only	04/05/07	04/13/07	Comp	$29,240 - final total	$29,240
08-031	DH	Williams, Darrell & Latanya	Foreclosed	personal only	07/03/08	11/14/08	Comp	$4,020 - final total	$4,020
00-022		Williams, Jeffrey Allen	05152-000-000		03/02/99	08/19/00	Comp	$100 - final total	$100
97-023	JM	Williams, W. L.	19824-006-000	20916 SE 2082 Hawthorne	06/05/97	02/10/98	Comp	$51,250 - final total	$51,250
08-029	LF	Wilson, Douglas E.	16854-001-000	16909 SE 26th Street Micanopy	08/07/08	11/14/08	04/04/11	$445,640 (as of 10/1/11) plus $200 per day per violation (2)	$445,640
08-030	LF	Wilson, Douglas E.	16854-001-000	16909 SE 26th Street Micanopy	08/07/08	11/14/08	Comp	$240 - final total	$240
03-039	LF	Wright, Debbie L. & Harvey H.	02654-010-006- home	25301 SW 66th Avenue	06/05/03	10/06/03	Comp	$26,880 - final total	$26,880
09-079	JW	Yarborough, Mary Kaye Lewis Life Estate	04007-021-000	17000 block of NW 94th Avenue, Alachua	12/03/09	02/12/10	04/01/11	$32,080 (as of 10/1/11) plus $50 per day	$32,080
09-066	DH	Young, Maxie	07689-004-000 - home	16315 NE 21st Street	10/01/09	01/15/10	03/16/11	$103,020 (as of 10/1/11) plus $50 per day per violation (3)	$103,020
		TOTAL LIENS							$13,659,199

October 25, 2011 Regular BoCC Meeting
Agenda Item #8

Title
Rural Concerns Advisory Committee Annual Report (Amended)

Amount
N/A

Description
Presentation of Rural Concerns Advisory Committee Annual Report for 2010-2011 and Work Plan for 2011-2012

Recommendation
Hear presentation of Rural Concerns Advisory Committee Annual Report for 2010-2011 and Work Plan for 2011-2012

Alternative(s)
Do not hear presentation.

Requested By
Holly Banner, 374-5249 x 2223

Originating Department
Growth Management

Attachment(s) Description
Annual Workplan/Accomplishments Report FY 2011-2012; Workplan Presentation

Documents Requiring Action
n/a

Executive Summary
Each year the Board of County Commissioners requires Advisory Boards to submit a report on the previous year's accomplishments and the next year's goals. The Rural Concerns Advisory Committee requested that Chairman Ward Scott present this annual report to the County Commission.

Background
The Rural Concerns Advisory Committee was established on April 8, 2003 to provide guidance and advice to the Board regarding rural concerns and issues within Alachua County. The purpose of the Committee as established by Resolution 03-34 is to establish the importance of our rural, unincorporated agricultural and historic settlements; assist in the development and evaluation of policies and programs affecting the rural areas of the County; represent the rural areas in the County's various community planning processes and hearings; and assist in the recognition and determination of the needs of the County's rural residents and advise the Board accordingly. The Committee consists of 11 members plus one alternate and has a sunset date of September 30, 2017.

Issues
n/a

Fiscal Recommendation

n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: Rural Concerns WKPL.pdf
Attachment: RuralConcernsPresentation.pdf

Alachua County Advisory Boards

Annual Workplan/Accomplishments Report

FY2011-12

Date: August 22, 2011

Board/Committee Name: Rural Concerns Advisory Committee

Chairman: Ward Scott

Staff Support: Holly Banner, Regina Williams, and other departments as requested for presentations.

Board Liaison: Ken Zeichner

Brief History of Committee: The Committee was established by Resolution 03-34 on April 8, 2003 to provide guidance and advice to the Board regarding rural concerns and issues within Alachua County. The Committee has been extended by the BoCC four times, the most recent of which occurred on August 25, 2009, where Resolution 09-85 granted the Committee an eight year extension to September 30, 2017.

Mission Statement: The Advisory Committee shall establish the importance of our rural, unincorporated agricultural and historic settlements; assist in the development and evaluation of policies and programs affecting the rural areas of the County; represent the rural areas in the County's various community planning processes and hearings; and assist in the recognition and determination of the needs of the County's rural residents and advising the Board accordingly.

Major Accomplishments in FY2010-11:

- Held eight meetings through September 20, 2011
- Established a Work Plan in September 2010 consisting of the following topics:
  - Continue education efforts for the County Commission and citizens of Alachua County on agricultural issues and other issues affecting the rural area including support of local markets, local farmers and tours
  - Make recommendations to BOCC on any Agricultural Issues and other issues affecting the rural area that arise
  - Participate in development of plan amendments to implement the County's Evaluation and Appraisal Report for the Comprehensive Plan
  - Continued discussion of the GRU Biomass Plant, possibilities for a local Carbon Exchange Program and other energy conservation methods that may impact the agriculture community and/or the rural area
  - Evaluate potential use of Rural Lands Stewardship Program
  - Provide oversight for the following:
    - County water supply issues
    - Stormwater issues
    - Fire services issues
    - Implementation of County's Transfer of Development Rights Program
    - Fairgrounds development project
    - Invasive species control programs conducted by the County

Major Accomplishments in FY 2010-2011 (continued):

- Received presentations and provided input on:
  - EAR-based Comprehensive Plan Update by Growth Management Staff
  - Fairground Relocation Planning by Rick Drummond, Assistant County Manager
  - Committee Restructuring by Growth Management Staff
  - New Smartphone Application for Invasive Plants by Heather Martin, Alachua County Environmental Protection Department
  - Proposed amendments to the Unified Land Development Code relating to Agricultural Uses by Growth Management Staff
  - Biomass Plants and Impacts by Colin Jones, P.E.
  - Maintenance of Current Fairgrounds with Rob Avery, Parks Superintendent, Alachua County Public Works
- Submitted comments to the County Commission on restructuring of the Committee's membership

Goals & Objectives for FY2011-12:

- Continue education efforts for the County Commission and citizens of Alachua County on agricultural issues and other issues affecting the rural area including support of local markets, local farmers and tours
- Make recommendations to BOCC on any Agricultural Issues and other issues affecting the rural area that arise
- Participate in development of Unified Land Development Code amendments to implement new Comprehensive Plan policies on local food production & urban agriculture
- Continued discussion of the GRU Biomass Plant, possibilities for a local Carbon Exchange Program and other energy conservation methods that may impact the agriculture community and/or the rural area
- Evaluate potential use of Rural Lands Stewardship Program
- Provide oversight for the following:
  - County water supply issues
  - Stormwater issues
  - Fire services issues
  - Implementation of County's Transfer of Development Rights Program
  - Fairgrounds development project
  - Invasive species control programs conducted by the County

Rural Concerns Advisory Committee

2011-2012 Annual Workplan/Accomplishments Report

Committee Responsibilities

- Establish the importance of our rural, unincorporated agricultural and historic settlements
- Assist in the development and evaluation of policies and programs affecting the rural areas of the County
- Represent the rural areas in the County's various community planning processes and hearings
- Assist in the recognition and determination of the needs of the County's rural residents and advise the Board accordingly

2010-2011 Activities

- 8 meetings
- Received presentations on:
  - EAR-based Comprehensive Plan Update by Growth Management Staff
  - Fairground Relocation Planning by Rick Drummond, Assistant County Manager
  - Committee Restructuring by Growth Management Staff
  - New Smartphone Application for Invasive Plants by Heather Martin, Alachua County Environmental Protection Department
  - Proposed amendments to the Unified Land Development Code relating to Agricultural Uses by Growth Management Staff
  - Biomass Plants and Impacts by Colin Jones, P.E.
  - Maintenance of Current Fairgrounds with Rob Avery, Parks Superintendent, Alachua County Public Works

2011-2012 Work Plan

- Continue education efforts for the County Commission and citizens of Alachua County on agricultural issues and other issues affecting the rural area including support of local markets, local farmers and tours
- Make recommendations to BOCC on any Agricultural Issues and other issues affecting the rural area that arise
- Participate in development of Unified Land Development Code amendments to implement new Comprehensive Plan policies on local food production & urban agriculture
- Continued discussion of the GRU Biomass Plant, possibilities for a local Carbon Exchange Program and other energy conservation methods that may impact the agriculture community and/or the rural area
- Evaluate potential use of Rural Lands Stewardship Program

2011-2012 Work Plan (cont.)

- Provide oversight for the following:
  - County water supply issues
  - Stormwater issues
  - Fire services issues
  - Implementation of County's Transfer of Development Rights Program
  - Fairgrounds development project
  - Invasive species control programs conducted by the County

Fairground Relocation Proposal

- Preliminary concerns:
  - Location - Not as centrally located, could be associated with City of Newberry instead of County
    - How will County Extension Office be affected?
  - Quality – May not have adequate parking to accommodate larger events such as Medieval Fair
  - Use – Potential conflicts between equestrian needs and agricultural needs
  - Management - potential issues with event scheduling conflicts, lack of experience at City of Newberry to manage agricultural events as opposed to sports events

Questions/Comments?

October 25, 2011 Regular BoCC Meeting
Agenda Item #9

Title
Southwest Transportation Improvement Agreement (Amended)

Amount
N/A

Description
The Southwest Transportation Improvement District Agreement is an Agreement between Alachua County and Celebration Pointe Partners, LLC. The intent of the Agreement is to encourage Transit Orientated Developments and to foster a public / private partnerships to effectively and efficiently fund and provide transportation mobility options to County residents, business and visitors within the Southwest District.

Recommendation
Approve the Southwest Transportation Improvement District Agreement and authorize the Chair to sign the Agreement

Alternative(s)
Approve the Southwest Transportation Improvement District Agreement with revisions requested by the BOCC and agreed to by Celebration Pointe Partners, LLC and authorize the Chair to sign the Agreement

Requested By
Steve Lachnicht

Originating Department
Growth Management

Attachment(s) Description
Southwest Transportation Improvement Agreement Powerpoint

Documents Requiring Action
Southwest Transportation Improvement Agreement

Executive Summary
The Board of County Commissioners (BOCC) has recently adopted Comprehensive Plan Amendment (CPA) 01-09, better known as the Mobility Plan that established Comprehensive Plan policies to allow for and promote mixed-use development and a multi-modal transportation system. As part of the Mobility Plan, the BOCC also adopted an Urban Service Area (CPA 06-10) that exempted Transit Oriented Developments (TOD) from the state Development of Regional Impact process and adopted a Multi-Modal Transportation Mitigation (MMTM) process that allowed development to pay a one-time contribution to mitigate its transportation impact. As part of the adoption of CPA 06-10, the Comprehensive Plan policies also established the process for designation of Transportation Concurrency Backlog Areas and Transportation Improvement District (Formerly Known As Transportation Special Districts). The intent of the Transportation Improvement District (TID) is to fund multi-modal transportation and encourage private entities to build Transit Oriented Developments. On May 10th, 2011, the BOCC directed Staff to develop a Southwest Transportation Improvement District that will be anchored by the Celebration Pointe Transit Oriented Development (TOD). A detailed fiscal analysis was conducted to assess the impact of the District on the provision of public services. The fiscal analysis demonstrated that development within the District will have a net positive fiscal impact for the County, even with the funding of the multi-modal transportation improvements within the District. On July 12th, the BOCC

Directed staff to continue development of the Southwest TID Agreement where the County pledges non-ad valorem revenues to fund multi-modal transportation. On August 9th, Staff presented a draft of the agreement and identified several issues for further discussion. The BOCC requested several changes to the Agreement and directed Staff to finalize the Agreement for possible adoption at a future meeting. Staff requests the BOCC approve the Agreement between Alachua County and Celebration Pointe Partners, LLC.

Background

The Board of County Commissioners has recently adopted a Mobility Plan that established Comprehensive Plan policies to promote Transit Oriented Developments. In addition, the Mobility Plan established the ground work for a future multi-modal transportation system that promotes walking, bicycling, transit ridership and motor vehicle travel. The Mobility Plan also established an alternative to transportation concurrency, known as the Multi-Modal Transportation Mitigation (MMTM) Program. The Board of County Commissioners also established an Urban Service Area consistent with Florida Statute 163.3180 that allowed for larger scale Transit Oriented Development to proceed without the need to go through the state Development of Regional Impact Process. The Urban Service Area policies established requirements for these large scale projects to front-end infrastructure improvements consistent with the Capital Improvements Element. In exchange for front-ending the improvements, large-scale developers could request to be reimbursed for expenditures above and beyond their MMTM through a Transportation Improvement District. A Transportation Improvement District is a mechanism in which the County pledges Non-Ad Valorem tax revenue to fund transportation infrastructure and transit operations within the District. The amount of Non-Ad Valorem tax revenue is set aside in a trust fund to fund mobility shall be based upon a percentage increase in new ad valorem general tax revenue for parcels within the District. The BOCC has established the percentages at 30% from 2012 to 2025 and 25% from 2026 to 2035. The intent of Transportation Improvement Districts (TID) is to provide and fund viable mobility options for County residents, visitors and businesses and to promote a public / private partnership between the County and private entities seeking to build Transit Oriented Developments (TODs). Transit Oriented Developments, due to their mixture of uses, density and compact design generate significantly higher tax revenues compared to single use developments designed in a typical suburban fashion. The Developer of Celebration Pointe agrees to construct a TOD, pay the Developments MMTM, fund a portion of future transit service and construct significant multi-modal infrastructure improvements. The Developer receives credit and reimbursement of MMTM paid once right-of-way is dedicated or a project is completed and accepted by the County. The Developer will be reimbursed for expenditures beyond the Developer's MMTM from the TID and any funds collected in the MMTM District. The County agrees to establish a TID, pledge future non-ad valorem revenues to fund the TID, establish a MMTM District to collect funds from developments in the District, and fund transit service, the purchase of four transit vehicles and a share of the maintenance facility for the vehicles. The County also agrees to reimburse the Developer for the construction of multi-modal infrastructure improvements and the funding transit service beyond the Developers MMTM from the Southwest TID and MMTM District. Staff has finalized an Agreement with Celebration Pointe Partners, LLC and other property owners in the area of Celebration Pointe that that spells out the Developers and County's obligations. Staff requests the BOCC approve the Agreement between Alachua County and Celebration Pointe Partners, LLC.

Issues

The following are five items that require additional discussion: Funding Allocation The Southwest Transportation Improvement District Funds will be split, with 70% allocated for capital and infrastructure and 30% allocated for transit service. The previous version of the Agreement presented at the August 9th meeting had a lower percentage allocated for transit initially and the potential to have up to 45% of funds allocated to transit once service started. The split in the Agreement is more straightforward and based on direction from the BOCC. Developer Funding of Transit The Developer will fund up to $4 million dollars over the term of the Agreement for transit service. The formula for annually calculating the Developer payment will be: Cost of transit service minus funds in the Transit Account of the Southwest Transportation Improvement District equals Developer payment. The previous version of the Agreement presented at the August 9th meeting had a fixed annual contribution from the Developer and a maximum payment of $3 million dollars. The revision is based on direction from the BOCC to re-evaluate the language for funding of transit service. The possible result is the Developer will likely pay a higher amount initially with the County through the Southwest Transportation Improvement District paying a higher amount as in the latter years of the Agreement. Eastside Transit Service The County will conduct a transit demand analysis to determine the potential transit ridership from the Southwest Transportation Improvement District to the Eastside Activity Center. Based upon projected demand, starting with phase 3 transit

service (established in the Agreement), the County could use up to 25% of the funds allocated for transit service in the Southwest Transportation Improvement District to fund transit to the Eastside Activity Center. The previous version of the Agreement presented at the August 9th meeting did not have a demand analysis. The revision is based on direction from the BOCC. Park and Ride Operations The Developer shall have the opportunity to request from the BOCC, the right to charge more than $2 per day per space for the operation and maintenance of the park and ride, based on an analysis that justifies a higher rate. The previous version of the Agreement presented at the August 9th meeting stated that the Developer could charge no more than $2. The revision is based on direction from the BOCC. Transit Circulator The County's requirement to fund transit service is capped based upon funds available from the TID. Transit service may be less than planned, if funds are not available. The Developer, with the consent of the County or the County on its own behalf, may fund and operate a transit circulator from the Development to the closest transit transfer station in the City of Gainesville that provides frequency and transit service consistent with planned phases. This provides an out if funds are not adequate or the County is unable to effectively negotiate a reasonable rate with RTS. It also allows for some flexibility given the potential for the location of a transit transfer station in Butler Plaza along future rapid transit lines.

Fiscal Recommendation
To continue to proceed with allocating future non-ad valorem revenues based upon a percentage increase in new ad valorem revenues. The percentages shall be 30% between 2012 and 2025 and 25% between 2026 and 2035 to fund multi-modal transportation improvements serving the District.

Fiscal Alternative(s)
N/A

Funding Sources
lawfully available non-ad valorem revenues

Account Code(s)
N/A

Attachment: SWD_TransportationImprovementAgreement_Oct25.pptx
Attachment: SWD_TransportationImprovementAgreement_Oct25.pdf
Attachment: SW District Trans Improvement Celebration Pointe Final.pdf

SOUTHWEST DISTRICT TRANSPORTATION IMPROVEMENT AGREEMENT

By and Between

ALACHUA COUNTY, FLORIDA

AND

CELEBRATION POINTE PARTNERS, LLC

joined for limited purposes by

Patricia Hunt and Cecil Barnes, as Co-Trustees of the Mable Barnes Revocable Trust Dated November 6, 2006

and

Royal Oaks of Gainesville, LLC

and

MBTOD Development, LLC

TABLE OF CONTENTS

PAGE

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.01. RECITALS 4
SECTION 1.02. DEFINITIONS 4
SECTION 1.03. INTERPRETATION 8
SECTION 1.04. SECTION HEADINGS 8

ARTICLE II

REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF THE COUNTY 9
SECTION 2.02. REPRESENTATIONS OF THE DEVELOPER 9
SECTION 2.03. REPRESENTATIONS OF BARNES TRUSTEES 10
SECTION 2.04. REPRESENTATIONS OF ROYAL OAKS 10
SECTION 2.05. REPRESENTATIONS OF MBTOD 10

ARTICLE III

MULTI-MODAL TRANSPORTATION MITIGATION

SECTION 3.01. PURPOSE OF THE AGREEMENT 11
SECTION 3.02. TRANSPORTATION MITIGATION OBLIGATION 11
SECTION 3.03. TRANSPORTATION MITIGATION CREDIT 12
SECTION 3.04. CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE 13
SECTION 3.05. IMPACT OF DEVELOPMENT 13
SECTION 3.06. BURDEN ON PROPERTY OWNERS' RIGHTS 13
SECTION 3.07. MITIGATION AND CONCURRENCY VESTING 13

ARTICLE IV

TRANSPORTATION PROJECTS

SECTION 4.01. SOUTHWEST 30TH AVENUE 14
SECTION 4.02. ARCHER BRAID MULTI-USE TRAIL 14
SECTION 4.03. DEDICATED TRANSIT LANES AND MULTI-USE PATH 15
SECTION 4.04. PARK AND RIDE 15
SECTION 4.05. ARCHER ROAD TRAFFIC MANAGEMENT 16
SECTION 4.06. TRANSIT CAPITAL AND INFRASTRUCTURE 16

ARTICLE V

DESIGN AND CONSTRUCTION

SECTION 5.01. PROJECT TIMING 18
SECTION 5.02. RIGHT-OF-WAY CONTINGENCY 18
SECTION 5.03. SELECTION OF DESIGN ENGINEER 19
SECTION 5.04. DESIGN AND PERMITING 20
SECTION 5.05. SOLICITATION OF BIDS 21
SECTION 5.06. INSURANCE 21
SECTION 5.07. CONSTRUCTION 21
SECTION 5.08. RIGHT-OF-WAY DEDICATION 22

ARTICLE VI

TRANSIT SERVICE

SECTION 6.01. TRANSIT OPERATIONS 23
SECTION 6.02. DEVELOPER'S TRANSIT FUNDING OBLIGATION 24

ARTICLE VII

FUNDING AND REIMBURSEMENT

SECTION 7.01. MITIGATION FUND 26
SECTION 7.02. TRANSPORTATION AND TRANSIT FUND 26
SECTION 7.03. COVENANT TO BUDGET 27
SECTION 7.04. DEVELOPER REIMBURSEMENT AMOUNT 27
SECTION 7.05. PAYMENT TO COUNTY 28

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.01. EFFECTIVE DATE 29
SECTION 8.02. TERM OF AGREEMENT 29
SECTION 8.03. FORCE MAJEURE 29
SECTION 8.04. DEFAULT AND REMEDIES 29
SECTION 8.05. JOINDER OF OTHER AFFECTED PARTIES 31
SECTION 8.06. RELATIONSHIP OF PARTIES 31
SECTION 8.07. ANNEXATION 31
SECTION 8.08. INDEMNIFICATION 31
SECTION 8.09. NON-EXCLUSIVITY 32
SECTION 8.10. COUNTERPARTS 32
SECTION 8.11. MEDIATION 32
SECTION 8.12. RECORDATION OF AGREEMENT 33
SECTION 8.13. ENFORCEMENT AND THIRD-PARTY BENEFICIARIES 33
SECTION 8.14. COMPLETE AGREEMENT 33

SECTION 8.15. FURTHER DOCUMENTATION 33
SECTION 8.16. NON-WAIVER 33
SECTION 8.17. AMENDMENTS 33
SECTION 8.18. ASSIGNMENT 33
SECTION 8.19. SUCCESSORS AND ASSIGNS 33
SECTION 8.20. NOTICES TO PARTIES 33
SECTION 8.21. SEVERABILITY 34
SECTION 8.22. GOVERNING LAW AND VENUE 34
SECTION 8.23. RECORDS AND AUDIT RIGHTS 34

EXHIBIT A CELEBRATION POINTE LEGAL DESCRIPTION OF PROPERTIES AND PARCEL BOUNDARY MAP
EXHIBIT B SOUTHWEST ALACHUA COUNTY TRANSPORTATION IMPROVEMENT DISTRICT LEGAL DESCRIPTION AND PARCEL BOUNDARY MAP
EXHIBIT C SOUTHWEST 30TH AVENUE PROJECT MAP (WITHIN THE LIMITS OF THE DEVELOPMENT) AND TYPICAL CROSS SECTION
EXHIBIT D ARCHER BRAID MULTI-USE TRAIL PROJECT MAP (WITHIN THE LIMITS OF THE DEVELOPMENT)
EXHIBIT E DEDICATED TRANSIT LANE(S) PROJECT AND MULTI-USE PATH MAP (WITHIN THE LIMITS OF THE DEVELOPMENT) AND TYPICAL CROSS-SECTION
EXHIBIT F PARK AND RIDE PROJECT MAP
EXHIBIT G TYPE A: INSURANCE REQUIREMENTS
EXHIBIT H TRANSPORTATION MITIGATION CREDIT AND DEVELOPMENT REIMBURSEMENT EXAMPLE

TRANSPORTATION IMPROVEMENT AGREEMENT

THIS SOUTHWEST DISTRICT TRANSPORTATION IMPROVEMENT AGREEMENT (this "Agreement") is made and entered into by and between Alachua County, a charter county and political subdivision of the State of Florida (the "County"), and Celebration Pointe Partners, LLC, a Florida limited liability company (the "Developer"), and joined for limited purposes by Patricia Hunt and Cecil Barnes, as Co-Trustees of the Mable Barnes Revocable Trust Dated November 6, 2006 (the "Barnes Trustees"), Royal Oaks of Gainesville, LLC, a Florida limited liability company ("Royal Oaks"), and MBTOD Development, LLC, a Florida limited liability company ("MBTOD").

W I T N E S S E T H:

WHEREAS, Article VII, Section 1(g), Florida Constitution provides that charter counties have all powers of local self-government not inconsistent with general law; and

WHEREAS, Section 125.01(2)(m), Florida Statutes, authorizes the county to provide and regulate arterial, toll, and other roads, bridges, and other transportation facilities; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida, (the "Board") finds that the southwest urbanized portion of unincorporated Alachua County and areas in proximity thereto provide vital economic, recreational and community opportunities for the people of Alachua County, including among other things, pristine natural conservation areas, important public facilities such as schools, parks and libraries, destinations and other valuable resources that distinguish Alachua County for its natural beauty and its quality of life; and

WHEREAS, the Board further finds that the transportation infrastructure which currently supports access to and from the many desirable locations within the southwest urbanized portion of unincorporated Alachua County is in need of improvement to adequately meet the current and future transportation and mobility needs of the people of the County and visitors to arrive in, and move about within, those portions of unincorporated Alachua County; and such needs are restricting the potential of the southwest urbanized portion of unincorporated Alachua County to realize its economic development potential; and

WHEREAS, the Board finds that it is necessary and desirable to address the transportation operation and infrastructure needs of the southwest urbanized portion of unincorporated Alachua County by providing the "Transportation Projects" (as hereinafter defined) in order for such area to reach its full potential (A) to provide sound, clean economic development, (B) to protect the natural beauty in a manner that enables the public and visitors to enjoy the immense opportunities for recreation, with a minimum of difficulty of access, and (C) to afford adequate and efficient multi-modal traffic corridors so that the southwest urbanized portion of unincorporated Alachua County is more appealing and accessible as a destination for residents, workforce and visitors; and

WHEREAS, the Developer owns or controls an approximately 225 acre parcel of land ("Celebration Pointe") located on Southwest 45th Street north of Archer Road, on which it

intends to construct a "Transit Oriented Development," as described in Future Land Use Element Objective 1.7 of the Alachua County Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, the Developer received preliminary development plan approval for Celebration Pointe on November 9, 2010 to develop 896,000 square feet of non-residential uses that encompass a mixture of commercial, office, research and medical oriented industrial and civic uses, and 2,225 residential units that encompass a mixture of single-family, multi-family, lodging and assisted living facility units; and

WHEREAS, the Barnes Trustees, Royal Oaks and MBTOD also own real property located within Celebration Pointe and have joined this Agreement for the limited purposes set forth in Section 8.05 hereof; and

WHEREAS, as part of the development process, the Developer has submitted a traffic analysis showing that Celebration Pointe, designed as a Transit Oriented Development, will generate 1,801 PM peak hour external trips, 961 AM peak hour external trips and 18,071 daily external trips with a significant reduction in trips due to a greater level of internal capture and a higher percentage of trips made by walking, biking and riding transit; and

WHEREAS, in Policy 1.1.7 of the Transportation Mobility Element of the Comprehensive Plan, the Board of County Commissioners has established a process whereby development can mitigate its transportation impact and receive transportation concurrency approval; and

WHEREAS, as a means to encourage Transit Oriented Development, to promote infill development, and to pay for multi-modal transportation projects consistent with the Comprehensive Plan, the County has created a Southwest Alachua County Transportation Improvement District pursuant to Ordinance No. 11-15 (the "Southwest Improvement District"); and

WHEREAS, the Developer has voluntarily agreed to (A) design and construct the Transportation Projects, that meet the requirements of the multi-modal transportation mitigation program per Chapter 407, Article 12 of the Alachua County Code; and (B) convey specific portions of Celebration Pointe to Alachua County consistent with the currently-adopted Comprehensive Plan which will advance the implementation of the Transportation Mobility Element of the Comprehensive Plan; and

WHEREAS, the cost of the Transportation Projects and right-of-way dedication required by this Agreement may exceed the Developer's "Transportation Mitigation Obligation" (as hereinafter defined) and there is no assurance that the Developer will be reimbursed for the full amount that may exceed the Transportation Mitigation Obligation; and

WHEREAS, if the cost of the Transportation Projects and right-of-way dedication required by this Agreement exceeds the Developer's Multi-Modal Mitigation Transportation Mitigation Obligation and there are insufficient funds to reimburse the Developer for the full amount that may exceed the Transportation Mitigation Obligation, the Developer shall retain Transportation Mitigation Credit; and

WHEREAS, the County's agreement to fund the "Southwest District Transportation and Transit Fund" in amounts equal to the annual "Tax Increment" (as such terms are hereinafter defined) is a material inducement for the Developer to enter into this Agreement; and

WHEREAS, the Developer has agreed to fund weekday, 15-minute interval, peak-hour transit service for 2 hours in the AM and 2 hours in the PM for the term of this Agreement from Celebration Pointe to the University of Florida as required for Transit Oriented Developments per Policy 1.7.9 in the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, the County has determined that it is in the best interest of the citizens of the County for the Developer to design and construct the Transportation Projects and dedicate right-of-way to the County; and

WHEREAS, the County has determined that the use of lawfully available County funds to reimburse the Developer for the cost of the design and construction required by this Agreement may exceed the Developer's Mitigation Obligation and to pay for transit capital, operations and maintenance that serve or otherwise benefit property in the Southwest Improvement District will serve a valuable public purpose;

NOW THEREFORE, in consideration of the promises, mutual covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01. RECITALS. The parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Agreement.

SECTION 1.02. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Agreement" means this Southwest District Transportation Improvement Agreement, as the same may be amended from time to time in accordance with the terms hereof.

"Archer Braid Multi-Use Trail Project" means the project described in Section 4.02 hereof.

"Archer Road Traffic Management Project" means the project described in Section 4.05 hereof.

"Capital and Reimbursement Account" means the Capital and Reimbursement Account of the Southwest District Transportation and Transit Fund.

"Celebration Pointe" means the approximately 225 acre parcel of land owned or controlled by the Developer, located on Southwest 45th Street north of Archer Road, as described in Exhibit A to this Agreement.

"Comprehensive Plan" means the Alachua County Comprehensive Plan, adopted pursuant to Chapter 163, Part II, Florida Statutes.

"County" means Alachua County, a political subdivision of the state of Florida.

"County Manager" means the chief executive officer of the County.

"Dedicated Transit Lanes and Multi-Use Path Project" means the project described in Section 4.03 hereof.

"Designated Subcontracts" means subcontracts for which there are qualified Local Subcontractors.

"Developer" means Celebration Pointe Partners, LLC, a Florida limited liability company.

"Developer Reimbursement Amount" means the Developer's Transportation Mitigation Credit less the (A) Developer's Transportation Mitigation Obligation, (B) Reimbursable Project Amounts paid to the Developer from the Southwest District Mitigation Fund, and (C) Reimbursable Project Amounts paid to Developer from the Capital and Reimbursement Account for the right-of-way dedication, the planning, design and construction of the Transportation Projects.

"Effective Date" means the effective date of this Agreement, as specified in Section 8.01 hereof.

"Final Certificate of Level of Service Requirement" means certificate of level of service compliance, as defined in Chapter 410 of the Alachua County Code, issued at final development plan approval.

"Fiscal Year" means the financial year of the County, and shall include that period of time from and including the first day of October of any calendar year to and including the thirtieth day of September of the next calendar year.

"Force Majeure Event" means an event which is all of the following: (A) beyond the reasonable control of the affected party; (B) not reasonably foreseeable by the affected party; (C) not incurred as a product or result of the negligence of the affected party; and (D) has a materially adverse effect on the ability of the affected party to perform its obligations under this Agreement.

"General Contractor" means the person or entity who enters into the primary agreement directly with the Developer for construction of the Transportation Projects and who oversees and is responsible for performance of the work.

"Local Subcontractor" means, if a local vendor preference provision is included in the County's purchasing code, a subcontractor classified as a "local vendor" under the County's purchasing code, as the same may be amended from time to time.

"Multi-Modal Transportation Mitigation Program" means the method established by §407.125.3, Alachua County Code, whereby the impacts of development on transportation facilities in the urban cluster designated by the Comprehensive Plan can be mitigated by the cooperative efforts of the public and private sectors in a manner consistent with Section 163.3180, Florida Statutes.

"Non-Ad Valorem Funds" means all revenues of the County derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments required herein, but only after provision has been made by the County for the payment of all essential or legally mandated services.

"Park and Ride Project" means the project described in Section 4.04 hereof.

"Preliminary Development Plan" means the preliminary development plan approved for Celebration Pointe by the Board on November 9, 2010, which permits development of 896,000 square feet of non-residential uses that encompass a mixture of commercial, office, research and medical oriented industrial and civic uses, and 2,225 residential units that encompass a mixture of single-family, multi-family, lodging and assisted living facility units.

"Public Parking Spaces" means the 200-300 spaces constructed and dedicated to public use by the Developer pursuant to Section 4.04(A) hereof.

"Reimbursable Project Amount" means the sum of the Reimbursable Project Cost and the Reimbursable Project Management Cost.

"Reimbursable Project Cost" means all reasonable costs and expenses, approved by the County pursuant to Section 3.03(B), of planning, design and construction of the Transportation Projects, and obtaining governmental approvals, certificates, permits and licenses with respect thereto. The cost of the Transportation Projects shall include:

(A) contractors' fees and charges, the cost of labor, services, materials and supplies used or furnished in site improvement and construction, training and testing costs, the cost of purchasing and installing machinery, equipment, facilities, rolling stock and ancillary items, and the cost of utility services;

(B) the value of lands, property, property rights, rights-of-way, easements, franchises and other interests as may be deemed necessary or convenient, options and partial payments thereon, which are dedicated to the County, as determined at the time that the Developer dedicates the property interest by an appraisal performed by a Member of the Appraisal Institute (MAI) approved by the County;

(C) the costs of preparing surveys, cost estimates, appraisals, plans and specifications (including any preliminary study or planning or any aspect thereof), fees for engineering, supervisory and consulting services, planning and development costs, the costs of obtaining governmental or regulatory permits, licenses, franchises and approvals, and any other fees or expenses necessary to establishing feasibility or practicability;

(D) premiums of all insurance and surety and payment bonds required to be maintained, all claims and expenses relating to injury and damage, and casualty and liability insurance premiums in connection with insurance against loss from such claims, applicable during the period of construction;

(E) all other costs and expenses properly attributable to such planning, design and construction of the Transportation Projects under generally accepted accounting principles.

"Reimbursable Project Management Cost" means the reasonable cost, approved by the County pursuant to Section 3.03(B), of personnel employed by the Developer which are specifically related to the management of the planning, design and construction of the Transportation Projects, provided that such personnel cost shall not exceed 2% of the Reimbursable Project Cost.

"Southwest 30th Avenue Project" means the project described in Section 4.01 hereof.

"Southwest District Mitigation Fund" means the Southwest Alachua County Transportation Improvement District Multi-Modal Transportation Mitigation Fund created pursuant to Ordinance No. 11-15 and Section 7.01 of this Agreement.

"Southwest District Transportation and Transit Fund" means the Southwest Alachua County Transportation and Transit Fund created pursuant to Section 7.02 of this Agreement.

"Southwest Improvement District" means the Southwest Alachua County Transportation Improvement District created pursuant to Ordinance No. 11-15 and described in Exhibit B.

"Tax Increment" means that amount equal to the difference between:

(A) the amount of general ad valorem taxes levied each year by the County, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Southwest Improvement District; and

(B) the amount of general ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by the County, exclusive of any amount from any debt service millage, upon the total of the assessed value of the taxable real property in calendar year 2012 (the base tax year) of the taxable real property contained within the Southwest Improvement District.

"Transit Operating Account" means the Transit Operating Account of the Southwest District Transportation and Transit Fund.

"Transit Capital and Infrastructure Project" means (A) the acquisition of four rapid transit vehicles and (B) the construction or acquisition of space in a vehicle maintenance facility for such vehicles pursuant to Section 4.06 hereof.

"Transit Service Payment" means the payment made by the Developer, pursuant to Section 6.02 hereof, to supplement the cost of Transit Service.

"Transit Service" means passenger services provided by public, private or non-profit entities, as described in Section 6.01 hereof.

"Transportation Mitigation Credit" means the sum of (A) the Developer's Transportation Mitigation Payments into the Southwest District Mitigation Fund, (B) the value of right-of-way dedicated by the Developer for Transportation Projects, as determined by an appraisal performed by a Member of the Appraisal Institute approved by the County, (C) the Reimbursement Project Amount for the Transportation Projects and (D) the Transit Service Payments.

"Transportation Mitigation Obligation" means the obligation to mitigate Celebration Pointe's transportation impacts, as required by Ordinance No. 11-03 and other provisions of the Alachua County Code.

"Transportation Mitigation Payment" means the direct monetary payment made by the Developer for a use or phase of Celebration Pointe to satisfy the Transportation Mitigation Obligation.

"Transportation Mitigation Rates" means the rates used to calculate the Transportation Mitigation Obligation established at final development plan approval and included as part of the Final Certificate of Level of Service Compliance.

"Transportation Projects" means, collectively, the Southwest 30th Avenue Project, Archer Braid Multi-Use Trail Project, Dedicated Transit Lanes and Multi-Use Path Project, Park and Ride Project, Archer Road Traffic Management Project and Transit Capital and Infrastructure Project.

SECTION 1.03. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date this Agreement is executed; and the term "hereafter" shall mean after the date this Agreement is executed. Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other parties to this Agreement. All parties have participated in the drafting and preparation of this Agreement, and the provisions hereof shall not be construed for or against any party by reason of authorship.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE II
REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF THE COUNTY. The County makes the following representations as the basis for the undertakings on the part of the Developer herein contained:

(A) The County is a charter county and political subdivision of the State of Florida, and has all requisite power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder and thereunder.

(B) The County is not in default under any provisions of applicable law material to the performance of its obligations under this Agreement.

(C) The County has duly authorized the execution and delivery of this Agreement and assuming the due authorization, execution and delivery by the Developer, this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Agreement, and the compliance by the County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County, threatened against or affecting the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement, or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.02. REPRESENTATIONS OF THE DEVELOPER. The Developer makes the following representations as the basis for the undertakings on the part of the County herein contained:

(A) The Developer is a Florida limited liability company and has all requisite power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder and thereunder.

(B) The Developer is not in default under any provisions of applicable law material to the performance of its obligations under this Agreement.

(C) The Developer has duly authorized the execution and delivery of this Agreement and assuming the due authorization, execution and delivery by the County, this Agreement constitutes a valid and legally binding obligation of the Developer enforceable in accordance with its terms, except to the extent that enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Agreement, and the compliance by the Developer with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the Developer or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the Developer is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the Developer, threatened against or affecting the Developer, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement, or any agreement or instrument to which the Developer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.03. REPRESENTATIONS OF BARNES TRUSTEES. The Barnes Trustees hereby represent to the parties hereto that they have all requisite power and authority to enter into this Agreement for the limited purposes set forth in Section 8.05 hereof.

SECTION 2.04. REPRESENTATIONS OF ROYAL OAKS. Royal Oaks hereby represents to the parties hereto that it is a limited liability company duly organized, validly existing, and in good standing in the State of Florida, and has all requisite power and authority to enter into this Agreement for the limited purposes set forth in Section 8.05 hereof.

SECTION 2.05. REPRESENTATIONS OF MBTOD. MBTOD hereby represents to the parties hereto that it is a limited liability company duly organized, validly existing, and in good standing in the State of Florida, and has all requisite power and authority to enter into this Agreement for the limited purposes set forth in Section 8.05 hereof.

ARTICLE III
MULTI-MODAL TRANSPORTATION MITIGATION

SECTION 3.01. PURPOSE OF THE AGREEMENT. The primary purposes of this Agreement are to:

(A) recognize that the Developer will have mitigated the transportation impact of Celebration Pointe as provided for in Policies 1.1.10.1 and 1.1.10.3 of the Transportation Mobility Element of the Comprehensive Plan and Chapter 407, Article 12 of the Alachua County Code and as required for the construction of Celebration Pointe, subject to compliance by the Developer with the terms and conditions of this Agreement;

(B) establish that the Developer shall receive Transportation Mitigation Credit for Transit Service Payments, right-of-way dedication, and the Transportation Projects constructed by the Developer that provide motor vehicle, transit, pedestrian and bicyclist mobility as provided for in the Ordinance No. 11-03, subject to compliance by the Developer with the terms and conditions of this Agreement;

(C) enter into a transportation infrastructure improvement agreement that requires the County to reimburse the Developer, subject to the limitations set forth herein, for the construction and funding of Transportation Projects and Transit Service Payments that exceed the Developer's Transportation Mitigation Obligation;

(D) encourage Transit Oriented Developments, infill development in close proximity to the City of Gainesville and public/private partnerships to effectively and efficiently provide transportation mobility options to County residents, business and visitors; and

(E) increase transportation mobility options and reduce vehicle miles of travel and per capita greenhouse gas emissions consistent with the Comprehensive Plan through provision of mobility within compact, mixed-use and interconnected developments that promote walking and biking, allow for the internal capture of trips and provide the density and intensity needed to support the frequent Transit Service funded by the County and Developer from the Southwest Improvement District to the University of Florida and Shands Hospital.

SECTION 3.02. TRANSPORTATION MITIGATION OBLIGATION.

(A) The Transportation Mitigation Rates for each use or phase of Celebration Pointe shall be included on the Final Certificate of Level of Service Compliance for such phase, upon adoption of final development plans for such use or phase. The Transportation Mitigation Obligation, shall be calculated in a manner consistent with the methodology established by the Multi-Modal Transportation Mitigation Program.

(B) If the County reduces the Transportation Mitigation Rates, the Developer's Transportation Mitigation Obligation for each use or phase shall be adjusted accordingly. If the County eliminates the Multi-Modal Transportation Mitigation Program, the Developer shall pay transportation impact fees or the functional equivalent to the Transportation Mitigation Obligation to mitigate Celebration Pointe's impact. If the County eliminates the Multi-Modal

Transportation Mitigation Program, the Developer and the County shall enter into a written amendment to this Agreement to address payment, credit, reimbursement and timing. If the County eliminates all transportation mitigation programs, including the transportation impact fees, the Developer shall not be required to continue any further Transportation Mitigation Payments and shall not be required to construct any of the Transportation Projects that have not been completed when the transportation mitigation programs are eliminated.

SECTION 3.03. TRANSPORTATION MITIGATION CREDIT.

(A) The Developer shall earn Transportation Mitigation Credit upon (1) making a Transportation Mitigation Payment for a use or phase of Celebration Pointe, as required by Section 3.02 hereof, (2) dedication of rights-of-way for a Transportation Project, as required by Section 5.08 hereof, (3) planning, design, construction and acceptance of a Transportation Project, as required by Articles IV and V hereof, and (4) payment for Transit Service, as required by Section 6.02 hereof.

(B) Within 60 days of completion and acceptance of a Transportation Project or dedication of right-of-way for a Transportation Project, the Developer shall submit documentation justifying the Reimbursable Project Amount thereof. The Developer shall keep an accurate record of the Reimbursable Project Management Cost and deliver auditable records to the County specifying the time, activities and reimbursement amount requested for each employee. The reasonableness of the reimbursement request (which shall not exceed 2% of the Reimbursable Project Cost) shall be judged by and based upon industry standards for similar work on similar projects. Within 30 days thereafter, the parties shall meet to review the documentation and determine the appropriate Transportation Mitigation Credit. The County shall accept Transportation Projects in accordance with Inspection and Acceptance of Required Improvements, §407.86, Alachua County Code; provided however, that no Transportation Mitigation Credit for the construction of a Transportation Project shall be available until the Developer submits an irrevocable letter of credit or other form of surety to the County that is acceptable to the County Attorney and the Developer receives a certificate of completion from the County.

(C) Upon submission of requisitions by the Developer, Transportation Mitigation Credit earned by the Developer shall be reimbursed by the County pursuant to Article VII hereof. Reimbursement shall reduce the amount of Transportation Mitigation Credit available to the Developer.

(D) Transportation Mitigation Credit that has not been reimbursed pursuant to Article VII hereof may be used to satisfy the Transportation Mitigation Obligation of a use of phase of Celebration Pointe. If no Transportation Mitigation Credit is available, the Developer shall make the Transportation Mitigation Payment, as required by the Multi-Modal Transportation Mitigation Program.

(E) The Developer shall receive a fifteen percent reduction in the Transportation Mitigation Rate for a use or phase of Celebration Pointe when the Developer has Transportation Mitigation Credits in excess of its Transportation Mitigation Obligation at the time of final development plan approval for a use or phase.

(F) The Developer has the right to determine which uses within Celebration Pointe are authorized to use any Transportation Mitigation Credit earned by the Developer. The Developer shall have the right to use Transportation Mitigation Credit for any uses within Celebration Pointe and any property owned by the Developer in the Southwest Transportation Mobility District consistent with the Multi-Modal Transportation Mitigation Program.

SECTION 3.04. CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE. If the Developer complies with all provisions of this Agreement, Celebration Pointe shall be deemed concurrent as to transportation concurrency. If the Developer receives final development plan approval for a use or phase of Celebration Pointe while in compliance with all provisions of this Agreement, the Developer shall also receive a Final Certificate of Level of Service Compliance for that use or phase.

SECTION 3.05. IMPACT OF DEVELOPMENT. The Developer acknowledges and agrees that the conveyances and commitments pursuant to this Agreement are necessary to reduce the impacts of Celebration Pointe and meet the "essential nexus" and "rough proportionality" requirements established by the United States Supreme Court in *Nollan v. California Coastal Commission,* 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994).

SECTION 3.06. BURDEN ON PROPERTY OWNERS' RIGHTS. The Developer acknowledges and agrees that the conveyances and commitments pursuant to this Agreement in no way inordinately burdens an existing use of Celebration Pointe or vested right to a specific use of Celebration Pointe.

SECTION 3.07. MITIGATION AND CONCURRENCY VESTING.

(A) Upon acceptance of the Transportation Projects, other than the Transit Capital and Infrastructure Project, by the County and satisfaction of the Transportation Mitigation Obligation, Celebration Pointe shall be deemed vested as to all transportation mitigation for the development identified in the Preliminary Development Plan from transportation concurrency as defined in Chapter 407, Article 12 of the Alachua County Code.

(B) Celebration Pointe shall be vested with regard to the Transportation Mitigation Rates in effect at the time of acceptance of the Transportation Projects, other than the Transit Capital and Infrastructure Project, by the County and satisfaction of the Transportation Mitigation Obligation for the remaining unbuilt portions of the Development. The Preliminary Development Plan shall not be amended except for minor changes per §402.130(f), Alachua County Code, unless the parties have agreed in writing to any necessary conforming amendment to this Agreement.

ARTICLE IV
TRANSPORTATION PROJECTS

SECTION 4.01. SOUTHWEST 30TH AVENUE.

(A) The Developer shall design and construct, consistent with County requirements, Southwest 30th Avenue from Southwest 47th Street, west of Interstate 75 (as depicted on the Preliminary Development Plan), to Southwest 42nd Street, east of Interstate 75 (as depicted on the City of Gainesville's proposed Butler Plaza planned development master plan), or the Butler Plaza Transit Transfer Station, whichever is further westward, and associated stormwater facilities. The Developer shall dedicate to the County all right-of-way necessary for the improvements, including stormwater facilities west of Interstate (by deed or drainage easement). The width of the bridge over Interstate 75 shall not exceed 100 feet and right-of-way west of Interstate 75 shall not exceed 120 feet. The Developer agrees to design and construct the Southwest 30th Avenue Project with travel lanes, dedicated transit lane(s), bike lanes, and the Archer Braid Multi-Use Trail Project.

(B) The County will attempt to obtain right-of-way necessary for the Southwest 30th Avenue Project and associated land for stormwater from Interstate 75 to Southwest 42nd Street, using any and all methods within its sole discretion. The County shall use reasonable efforts with the City of Gainesville to ensure that the right-of-way necessary for Southwest 30th Avenue is dedicated to the City, consistent with the City's Comprehensive Plan and planned development approval for Butler Plaza. Reasonable efforts may include but not be limited to informal conversations, formal meetings, and correspondence. The Developer shall have the right to request that the County challenge a City of Gainesville Comprehensive Plan Amendment if there is sufficient basis for a challenge. The County will assist the Developer in obtaining the necessary approvals from all non-party relevant entities to construct Southwest 30th Avenue over Interstate 75.

(C) A conceptual cross-section drawing of the project and an illustration of the right-of-way that will be dedicated by the Developer to the County is attached hereto as Exhibit C.

SECTION 4.02. ARCHER BRAID MULTI-USE TRAIL.

(A) The Developer shall design and construct, consistent with County requirements, approximately 2.25 miles of the Archer Braid Multi-Use Trail from Veterans Kanapaha Park to Interstate 75 and associated stormwater facilities. The Developer shall dedicate to the County all right-of-way necessary for the improvements, including stormwater facilities (by deed or drainage easement), starting at the western boundary of Celebration Pointe and terminating at Interstate 75. The width of the right-of-way shall not exceed 20 feet within open space, conservation areas and buffers. The width of the right-of-way shall not exceed 10 feet within built-up areas of Celebration Pointe or within a roadway cross-section. In the built-up areas of the development, maintenance easements sufficient to properly maintain the facility shall be donated to the County.

(B) The County will use methods within its sole discretion to obtain the right-of-way for the Archer Braid Multi-Use Trail and associated land for stormwater from the western boundary of Celebration Pointe to Veterans Kanapaha Park.

(C) An illustration of the right-of-way that the Developer will dedicate to the County is attached hereto as Exhibit D.

SECTION 4.03. DEDICATED TRANSIT LANES AND MULTI-USE PATH.

(A) The Developer shall design and construct, consistent with County requirements, approximately one mile of dedicated transit lane(s) and a multi-use path. The Developer shall dedicate to the County all right-of-way necessary for the improvements from Archer Road to Southwest 30th Avenue, including stormwater facilities (by deed or drainage easement). The Developer shall have the option to design the dedicated transit lane(s) as concrete ribbon drives.

(B) A preliminary conceptual cross-section drawing of the project and an illustration of the right-of-way that will be dedicated by the Developer to the County is attached hereto as Exhibit E.

SECTION 4.04. PARK AND RIDE.

(A) The Developer shall design and construct, consistent with County requirements, a park and ride facility, which contains 200-300 spaces dedicated to the public, along the dedicated transit lane(s), adjacent to Celebration Pointe's transit station.

(B) The Developer may choose to construct either a surface park and ride lot or a structured park and ride facility or both. If the Developer seeks reimbursement for a structured park and ride facility after receiving reimbursement for a surface park and ride lot, the County shall reimburse the Developer for the difference between (1) the cost of the structured park and ride facility and (2) the amount that the County reimbursed the Developer for the surface park and ride lot. The Developer may construct additional parking spaces in the surface or structured park and ride facility, at no cost to the County, for use by Celebration Pointe.

(C) The Developer shall provide the County, prior to final development plan approval, an access plan detailing the processes or procedures it will use to ensure public transit users have perpetual access to the parking spaces identified below.

(1) Daily between 6:00 am and 8:00 pm – ensure public transit user access to between 50 and 100 of the Public Parking Spaces.

(2) Weekdays, between and including 6:00 am and 10:00 am – ensure public transit user access to between 200 and 300 of the Public Parking Spaces.

(3) The final number of spaces to be set aside for public transit users shall be determined by the County, based upon a park and ride demand analysis submitted by the Developer with final development plans. In no instance shall the number of spaces exceed 300.

(4) The Developer may enter into an agreement with the University of Florida, Shands Hospital or the Veterans Administration to lease up to 50 percent of the Public Parking Spaces.

(D) The Developer shall provide to the County a perpetual access easement for the Public Parking Spaces. The Developer shall demonstrate how access to the Public Parking Spaces shall be provided during the final development plan approval and provision of that access shall be a condition of final development plan approval. Prior to receiving any credit for this project, the Developer shall demonstrate to the County how the Developer has met the access conditions of the final development plan.

(E) The County shall permit the Developer to charge up to $2 per space per day for spaces available to the public to recoup ongoing maintenance, operations, insurance and staffing costs associated with the public use upon justification of the costs. Prior to receiving final development plan approval for the park and ride facility, the Developer shall receive County approval of a technical analysis that justifies any proposed charge for parking. Subsequent reviews to modify the parking charge following final development plan approval shall be subject to prior approval by the County Manager and shall not exceed $2 per space per day.

(F) The Developer shall have the right to request Board approval for a rate higher than the $2 per space per day. The Developer must include data and analysis in its request which demonstrates that the higher dollar amount is justified to recoup ongoing maintenance, operations, insurance and staffing costs and that the higher dollar amount will have minimal effect on public use of the park and ride facility and Transit Service.

(G) An illustration of the proposed location of the project area is attached hereto as Exhibit F.

SECTION 4.05. ARCHER ROAD TRAFFIC MANAGEMENT.

(A) In consultation with the Florida Department of Transportation and the County, the Developer shall design and construct, consistent with County requirements, improvements on Archer Road between the Interstate 75 southbound ramps and Southwest 47th Street, including but not limited to turn lanes, travel lane modifications and realignments, installation or relocation of signals, access management and median modifications. The parties acknowledge that these improvements may not meet the Florida Department of Transportation interpretations of concurrency, proportionate share or level of service.

(B) The County will assist the Developer in obtaining the necessary approvals from the Florida Department of Transportation and all other non-party relevant entities to construct the Archer Road Traffic Management Improvements.

SECTION 4.06. TRANSIT CAPITAL AND INFRASTRUCTURE. Upon issuance of a building permit for the 1,250th residential unit, the County shall (A) estimate the cost of the Transit Capital and Infrastructure Project and (B) establish the amount of funds required to be set aside each year in the Reimbursement and Capital Account to fund the Transit Capital and Infrastructure Project. Within 30 days following the determination of the cost of the Transit Capital and Infrastructure Project, the County will notify the Developer in writing of the

cost and the annual amount that will be set aside in the Reimbursement and Capital Account. The County shall encumber the annual set-aside amount for the Transit Capital and Infrastructure Project in the Reimbursement and Capital Account until sufficient funds are available and retain such funds for application to those purposes. The County shall procure the rapid transit vehicles upon commencement of Phase III Transit Service as described in Section 6.01(A)(3) of this Agreement.

ARTICLE V
DESIGN AND CONSTRUCTION

SECTION 5.01. PROJECT TIMING.

(A) The Developer shall commence the design of the Transportation Projects (other than the Transit Capital and Infrastructure Project), consistent with County requirements: (1) upon issuance of a building permit for the 1,000th residential unit; or (2) upon issuance of a building permit for the 350,000th square foot of non-residential development.

(B) If the right-of-way is available, the Developer shall commence the construction of the Southwest 30th Avenue Project: (1) upon issuance of a building permit for the 1,400th residential unit; (2) upon issuance of a building permit on the 650,000th square foot of non-residential uses; or (3) at such time as 75 percent of the funds needed to construct the Southwest 30th Avenue Project are available for reimbursement in the Capital and Reimbursement Account, whichever comes first. Should the Developer be unable or the County be unwilling or unable to obtain the necessary right-of-way or permission of all relevant entities for the Southwest 30th Avenue Project when a threshold above is triggered, the Developer shall be allowed to continue to pull building permits and develop Celebration Pointe and shall not be required to commence construction of the Southwest 30th Avenue Project until 180 days after the right-of-way becomes available. The Developer may commence construction of the Southwest 30th Avenue Project earlier than the thresholds identified here so long as the right-of-way is available.

(C) The Developer shall commence the construction of the Archer Braid Multi-Use Trail Project, Dedicated Transit Lanes and Multi-Use Path Project and Park and Ride Project, consistent with County requirements, prior to: (1) issuance of a building permit for the 1,400th residential unit; or (2) issuance of the building permit on the 650,000th square foot of non-residential uses, whichever comes first. The Developer may commence construction of the Archer Braid Multi-Use Trail Project, Dedicated Transit Lanes and Multi-Use Path Project and Park and Ride Project earlier than the thresholds identified here.

(D) The Developer shall commence the construction of the Archer Road Traffic Management Project, consistent with County requirements, when the County, in consultation with the Florida Department of Transportation, determines that the improvements are warranted.

(E) The Developer shall complete construction and dedicate the required right-of-way to the County for the Southwest 30th Avenue Project no later than 24 months from the commencement of construction. The Developer shall complete construction and dedicate the required right-of-way to the County for the Archer Braid Multi-Use Trail Project, Dedicated Transit Lanes and Multi-Use Path Project and Park and Ride Project no later than 18 months from the commencement of construction. The Developer shall have additional time to complete construction if the Developer claims excuse of performance due to a Force Majeure Event and follows the procedures, as set forth in Section 8.03 of this Agreement.

SECTION 5.02. RIGHT-OF-WAY CONTINGENCY. The Developer's obligation to construct any portion of a project under this Agreement is contingent on the availability of the necessary right-of-way to the Developer or the County or through the

permission of all relevant entities. Except as to the construction of the Southwest 30th Avenue Project, the Developer shall construct all portions of a project where the right-of-way is available unless the County determines that it is unreasonable or impractical to construct a portion of a project without constructing the entire project. The Developer shall not begin construction of Southwest 30th Avenue Project prior to all right-of-way being obtained by the Developer or the County or through the permission of all relevant entities. The County shall use methods within its sole discretion to obtain the rights-of-way necessary to complete the projects. In no way does this Agreement obligate the County to obtain the right-of-way.

SECTION 5.03. SELECTION OF DESIGN ENGINEER.

(A) The Developer agrees to select the design engineer for each Transportation Project related to Celebration Point and that is to be constructed and located on County-owned right-of-way in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. The public shall not be excluded from the proceedings under this section.

(B) The Developer shall publish a notice in a newspaper of general circulation in Alachua County, once each week for two consecutive weeks, that includes a general description of the Transportation Projects and describes how interested architects and engineers may apply for consideration. The notice shall be forwarded to all architects certified by the County and any additional architects or engineers certified by the Developer for the Transportation Projects.

(C) The Developer shall evaluate current statements of qualifications and performance data on file with the County or provided in conjunction with the certification of additional architects and engineers for the Transportation Projects, together with those that may be submitted by other firms regarding the Transportation Projects, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the Transportation Projects, and ability to furnish the required services. The Developer shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors determined by the Developer to be applicable to its particular requirements. The Developer must endeavor to meet the minority business enterprise procurement goals under Section 287.09451, Florida Statutes.

(D) The Developer shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the Developer shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the County, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The Developer may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under the following subsection (E).

(E) The Developer shall negotiate a contract with the most qualified firm for professional services at compensation which the Developer determines is fair, competitive and reasonable. In making such determination, the Developer shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract that exceeds $150,000, the Developer shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Developer determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of the contract. If the Developer is unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Developer determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The Developer shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Developer must terminate negotiations. The Developer shall then undertake negotiations with the third most qualified firm. If the Developer is unable to negotiate a satisfactory contract with any of the selected firms, the Developer shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection (E) until an agreement is reached.

SECTION 5.04. DESIGN AND PERMITING.

(A) The final design and cross-sections of the Transportation Projects shall be determined prior to final development plan approval of each project, consistent with the requirements of the Comprehensive Plan and Alachua County Code. The Developer shall design the Transportation Projects, in accordance with all County requirements, to promote walking, biking and riding transit and to calm motor vehicle traffic.

(B) The Developer acknowledges its obligation to obtain all necessary permits that may be needed for the Transportation Projects. The Developer is responsible for coordinating any permitting activities with all appropriate government agencies. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to Celebration Pointe shall not relieve the Developer or its successors or assigns of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

(C) The Developer shall apply for and obtain construction permits prior to commencing construction of the any of the Transportation Projects. Upon written request by the County, the Developer shall deliver copies of all plans and permits in the Developer's possession related to the Transportation Projects to the County for review.

(D) In addition, the County shall reasonably assist the Developer, upon request, in its efforts to obtain all permits and approvals required from other governmental agencies or authorities in connection with the completion of the Transportation Projects. Promptly upon

compliance with all applicable conditions of approval, the County shall grant to the Developer all rights-of-way utilization permits necessary or required for the construction activity.

SECTION 5.05. SOLICITATION OF BIDS.

(A) The Developer will pre-qualify prospective General Contractors to submit bids on the Transportation Projects. The pre-qualification criteria shall be at the discretion of the Developer, and shall include but not necessarily be limited to experience, financial resources, organization and personnel, equipment, past record or history of the person or entity, and ability to post payment and performance bonds. The Developer will prepare bid packages and will deliver them to each pre-qualified prospective General Contractor.

(B) The Developer will cause each pre-qualified prospective General Contractor to actively solicit the participation of Local Subcontractors for Designated Subcontracts and will pre-qualify such Local Subcontractors using the general criteria for pre-qualification of General Contractors, but evaluating such criteria in a manner consistent with the services to be provided by such Local Subcontractors. Prospective General Contractors bidding on the Projects will be required to solicit bids or quotes for Designated Subcontracts from qualified Local Subcontractors. Pre-qualified Local Subcontractors not submitting the lowest bid or quote for Designated Subcontracts, but whose bid or quote is within five percent of the lowest bid or quote, will be notified in writing by the prospective General Contractor and given three business days to accept the Designated Subcontract at the lowest bid or quote received by the General Contractor. Pre-qualified Local Subcontractors accepting the prospective General Contractor's offer will be included in the prospective General Contractor's bid.

(C) The Developer may meet with each prospective General Contractor after receipt of its bid and will announce the winning bid approximately 30 days after the bid deadline. Following announcement of the winning bid, the Developer will enter into negotiations for a lump-sum, competitively-bid contract that is subject to normal change orders. Construction by the General Contractor will begin approximately 45 to 120 days after the contract is awarded.

(D) The Developer shall provide, or at its option cause the General Contractor to provide, a payment and performance bond meeting the requirements of Section 255.05, Florida Statutes, for construction on County-owned right-of-way.

SECTION 5.06. INSURANCE. The Developer will require its contractors to maintain workers' compensation coverage and insurance naming the County as an Additional Insured Party in accordance with Florida Statutes and Exhibit G: Type A: Insurance Requirements, attached and incorporated by reference to this Agreement.

SECTION 5.07. CONSTRUCTION.

(A) The Developer shall cause the Transportation Projects to be constructed substantially in accordance with the requirements of this Agreement, the issued permits, and all applicable laws, rules, regulations and standards. Upon commencement of construction of the Transportation Projects, the Developer shall complete construction and shall cause such construction to be completed free of construction liens or claims. Upon reaching the thresholds

set forth in Section 5.01 hereof, the Developer agrees to diligently pursue construction of the Transportation Projects without unreasonable delay.

(B) The Developer shall require the design engineer for each Transportation Project to sign and seal as-built drawings of the Transportation Project and provide them to the County.

SECTION 5.08. RIGHT-OF-WAY DEDICATION.

(A) The final delineation and legal descriptions of right-of-way and drainage easements to be dedicated to the County by the Developer shall be determined prior to final development plan approval for each Transportation Project. Upon completion of a Transportation Project, the County shall accept the Transportation Project in accordance with Inspection and Acceptance of Required Improvements, §407.86, Alachua County Code. The Developer shall submit an irrevocable letter of credit or other form of surety acceptable to the County Attorney and receive a certificate of completion in anticipation of an approval for maintenance from the County for each Transportation Project to be dedicated to the County in accordance with §407.86, Alachua County Code. The Developer shall dedicate the right-of-way, as set forth in this Section, to the County within 30 days of receiving a certificate of completion from the County. The County shall hold the deeds in escrow and present the deeds to the Board for acceptance once a Transportation Project is accepted for maintenance by the County Engineer.

(B) Upon final development plan approval for Southwest 45th Street, the Developer may dedicate right-of-way for the dedicated transit lane(s) and multi-use path along Southwest 45th Street, as described in Section 4.03 of this Agreement, from Archer Road to a point one-half mile north of Archer Road to the County in the form of a deed. The Developer shall be eligible to receive Transportation Mitigation Credit for dedication of this right-of-way at the time of the dedication.

(C) Upon final development plan approval for Southwest 30th Avenue, the Developer may dedicate right-of-way for Southwest 30th Avenue between Southwest 47th Street and Interstate 75 to the County in the form of a deed. The Developer shall be eligible to receive Transportation Mitigation Credit for dedication of this right-of-way at the time of the dedication.

(D) The County shall hold the right-of-way deeds in escrow until a Transportation Project is constructed by the Developer and the Transportation Project is accepted for maintenance by the County Engineer. The Board may elect to accept and record the right-of-way deeds prior to acceptance of a Transportation Project by the County. After a Transportation Project is accepted for maintenance by the County Engineer, the deeds will be presented to the Board for acceptance.

ARTICLE VI
TRANSIT SERVICE

SECTION 6.01. TRANSIT OPERATIONS.

(A) To the extent that funds are available from the Developer, as set forth in Section 6.02 of this Agreement, and the Transit Operating Account, as set forth in Section 7.02 of this Agreement, the County shall provide Transit Service according to the following schedule.

(1) Phase I Transit Service shall commence either at the start of the fall or spring semester at the University of Florida, whichever occurs first, one year after issuance of a building permit for the 500th residential unit consistent with and as defined in the approved Preliminary Development Plan. The County shall provide Transit Service for 4 hours daily from Celebration Pointe to the University of Florida McCarty Hall transfer hub during weekdays, with 15-minute headways during the peak-hour periods for 2 hours in the AM (7:00 – 9:00 am) and 2 hours in the PM (4:00 – 6:00 pm).

(2) Phase II Transit Service shall commence either at the start of the fall or spring semester at the University of Florida, whichever occurs first, one year after issuance of a building permit for the 650th residential unit consistent with and as defined in the approved Preliminary Development Plan. The County shall provide Transit Service for 11 hours daily from Celebration Pointe to Shands Hospital and the University of Florida McCarty Hall transfer hub, with 20-minute headways during the peak-hour periods for 2 hours in the AM (7:00 – 9:00 am) and 2 hours in the PM (4:00 – 6:00 pm) and 40-minute headways during the remaining 7 hours of service.

(3) Phase III Transit Service shall commence either at the start of the fall or spring semester at the University of Florida, whichever occurs first, one year after issuance of a building permit for the 1,500th residential unit consistent with and as defined in the approved Preliminary Development Plan. The County shall provide Transit Service for 16 hours daily from Celebration Pointe to Shands Hospital and the University of Florida McCarty Hall transfer hub, with 15-minute headways during the peak-hour periods for 2 hours within the AM hours (6:30 – 9:30 am) and 2 hours within the PM hours (3:30 – 6:30 pm) and 30-minute headways during the remaining 12 hours of service. If deemed necessary by the Board, based on a demand analysis conducted by the County to assess the projected ridership between the Southwest Improvement District and the Eastside Activity Center, Transit Service may be extended to the Downtown Transfer Hub and the Eastside Activity Center, as described in subsection (D) of this Section.

(4) Phase IV Transit Service shall commence either at the start of the fall or spring semester at the University of Florida, whichever occurs first, one year after issuance of a building permit for the 2,200th residential unit consistent with and as defined in the approved Preliminary Development Plan. The County shall provide Transit Service for 18 hours daily from Celebration Pointe to Shands Hospital and the University of Florida McCarty Hall transfer hub, with 10-minute headways during the peak-hour periods 2 hours within the AM hours (6:30 – 9:30 am), within the afternoon

hours (11:30 am – 1:30 pm) and within the PM hours (3:30 – 6:30 pm) and 20-minute headways during the remaining 8 daytime and early evening hours and 30-minute headways during the remaining 4 early morning and later evening hours. If deemed necessary by the Board, based on a demand analysis conducted by the County to assess the projected ridership between the Southwest Improvement District and the Eastside Activity Center, Transit Service may be extended to the Downtown Transfer Hub and the Eastside Activity Center, as described in subsection (D) of this Section.

(B) The number of residential units required to meet the thresholds in subsection (A) shall be reduced by 50 units for every 50,000 square feet of non-residential development in excess 250,000 square feet and/or for every 100 hotel rooms that are constructed.

(C) The County may enter into an agreement with a third party or the Developer to provide Transit Service.

(D) If the County deems service is warranted and elects to extend Transit Service to the Downtown Transfer Hub and the Eastside Activity Center, as described in paragraphs (3) and (4) of subsection (A) of this Section, the County may use up to 25 percent of the funds annually deposited in the Transit Operating Account to fund the extension. The County shall not use these funds to fund the extension to the Downtown Transfer Hub and Eastside Activity Center if 50 percent or more of the land within the Eastside Activity Center (per the delineation of the Activity Center in the Comprehensive Plan as of the date of this Agreement) has been annexed into a municipality.

(E) The Developer, with consent of the County, or the County on its own initiative, may operate a transit circulator or streetcar within the Southwest Improvement District, provided that the transit circulator or street car is able to provide access to a convenient transit transfer station within the City of Gainesville which, in turn, provides Transit Service at least at the headways and spans of service set forth in this Section and provides access to the University of Florida and Shands Hospital. The Developer and the County may enter an amendment to this Agreement to address issues of timing, frequency and span of Transit Service, continued funding, Transportation Mitigation Credit, reimbursements, purchasing of transit vehicles and funding of a vehicle maintenance facility, and potential modifications to the percentages allocated to the Capital and Reimbursement Account and Transit Operating Account, pursuant to Section 7.02 of this Agreement. During the time when the County or the Developer provides the transit circulator or streetcar service, the County shall not be obliged to provide additional Transit Service.

SECTION 6.02. DEVELOPER'S TRANSIT FUNDING OBLIGATION.

(A) The Developer shall supplement the cost of Transit Service over the term of this Agreement and the County shall give Transportation Mitigation Credit to the Developer for the payments made under this Section. The Developer's obligation shall commence with the first Fiscal Year during which Transit Service is provided pursuant this Agreement, as set forth in Section 6.01(A) hereof. The Developer's annual payment obligation shall be determined and paid as follows:

(1) Within 5 business days after the County Manager delivers the tentative budget to the Board pursuant to Section 129.03(3), Florida Statutes, for each Fiscal Year during which Transit Service will be provided pursuant to this Agreement, the County Manager shall advise the Developer, in writing, of the proposed budget for Transit Service and amount then on deposit in the Transit Operating Account.

(2) Within 5 business days after the Board adopts is final budget pursuant to Section 200.065(2)(d), Florida Statutes, for each Fiscal Year during which Transit Service will be provided pursuant to this Agreement, the County Manager shall advise the Developer, in writing, of the Developer's required Transit Service Payment for such Fiscal Year, which shall be equal to the difference between (a) the Transit Service budget for the upcoming Fiscal Year and (b) the amount available in the Transit Operating Account on such date, after deducting up to 25 percent to fund the extension of Transit Service to the Downtown Transfer Hub and Eastside Activity Center pursuant to Section 6.01(D) hereof.

(3) The Developer's annual Transit Service Payment shall be made prior to November 15 of the first 15 Fiscal Years during which Transit Service is provided pursuant to this Agreement.

(B) Notwithstanding the foregoing, the Developer's total obligation to supplement the cost of Transit Service over the term of this Agreement shall not exceed $4 million.

(C) With written consent of the County, the Developer may pay more than the $4 million to the County to supplement the cost of Transit Service.

(D) If, for any Fiscal Year, the Developer fails to make its annual Transit Service Payment, the County may transfer an equivalent amount from the Capital and Reimbursement Account to the Transit Service Account. No such transfer shall eliminate the Developer's obligation to make the Transit Service Payment. When the delinquent Transit Service Payment is received, the County shall transfer an equivalent amount from the Transit Service Account to the Capital and Reimbursement Account.

ARTICLE VII
FUNDING AND REIMBURSEMENT

SECTION 7.01. MITIGATION FUND.

(A) The County shall establish the Southwest District Mitigation Fund and deposit therein all Transportation Mitigation Obligation Payments and any payments satisfying the multi-modal transportation obligation for other developments within the boundaries of the Southwest Improvement District.

(B) Funds on deposit in the Southwest District Mitigation Fund shall be used to reimburse the Developer for the Reimbursable Project Amount and Transit Service Payments, as set forth in Sections 7.04 and 6.02 hereof, respectively.

SECTION 7.02. TRANSPORTATION AND TRANSIT FUND.

(A) The County shall establish the Southwest District Transportation and Transit Fund and deposit the following amounts therein:

(1) During Fiscal Years 2013 through 2025, inclusive, the County shall deposit an amount equal to 30 percent of the Tax Increment collected within the Southwest Improvement District; and

(2) During Fiscal Years 2026 through 2035, inclusive, the County shall deposit an amount equal to 25 percent of the Tax Increment collected within the Southwest Improvement District.

(B) The County shall allocate 30 percent of each Southwest District Transportation and Transit Fund deposit to the Transit Operating Account. Funds on deposit in the Transit Operating Account shall be used to provide Transit Service, as described in Section 6.01 of this Agreement.

(C) The County shall allocate 70 percent of each Southwest District Transportation and Transit Fund deposit to the Capital and Reimbursement Account. Funds on deposit in the Capital and Reimbursement Account shall be used to pay the Developer Reimbursement Amount and fund the Transit Capital and Infrastructure Project.

(D) Notwithstanding the foregoing subsections (B) and (C), if Transit Service is terminated due to annexation, as set forth in Section 8.07 of this Agreement, the County shall allocate 100 percent of each Southwest District Transportation and Transit Fund deposit to the Capital and Reimbursement Account.

(E) If Celebration Pointe constructs 100 percent of the residential and non-residential units depicted on the Preliminary Development Plan within ten years of the execution of this Agreement, then the Developer shall have the right to request that the County reevaluate the percentage thresholds established in this Section to determine whether the percentages should be

adjusted for the purpose of more expeditiously reimbursing the Developer Reimbursement Amount.

SECTION 7.03. COVENANT TO BUDGET.

(A) The County hereby covenants and agrees to appropriate in its annual budget for each Fiscal Year, by amendment, if necessary, from Non-Ad Valorem Funds lawfully available in each Fiscal Year, amounts necessary to make the deposits required by Section 7.02 hereof for such Fiscal Year. The County's covenant and agreement to budget and appropriate such amounts of Non-Ad Valorem Funds shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Funds or other legally available funds in amounts sufficient to make the deposits required by Section 7.02 hereof have been budgeted, appropriated and actually deposited.

(B) The foregoing covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Funds, nor does it preclude the County from pledging its Non-Ad Valorem Funds in the future, nor does it give the parties to this Agreement a prior claim on the Non-Ad Valorem Funds as opposed to claims of general creditors of the County. The covenant to appropriate Non-Ad Valorem Funds is subject in all respects to the payment of obligations secured by a pledge of or covenant to budget such Non-Ad Valorem Funds heretofore or hereafter entered into (including the payment of debt service on bonds, loans and other debt instruments). However, during the term of this Agreement, the County agrees that obligations pledging the Non-Ad Valorem Funds as security will be issued only if on the date of their issuance, the amount of Non-Ad Valorem Funds received by the County during the most recent Fiscal Year is at least equal to the sum of (1) the aggregate maximum annual debt service on all obligations secured by the Non-Ad Valorem Funds, including the obligations then to be issued, and (2) the deposits required by Section 7.02 of this Agreement.

(C) No provision of this Agreement shall be considered a general obligation of the County within the meaning of any constitutional or statutory provision or limitation. Amounts payable hereunder are limited obligations of the County and neither the property, the full faith and credit nor the taxing power of the County is pledged as security for the obligations due hereunder.

SECTION 7.04. DEVELOPER REIMBURSEMENT AMOUNT.

(A) Upon submission of requisitions by the Developer, not later than November 15 of any year, amounts on deposit in the Southwest District Mitigation Fund and the Capital and Reimbursement Account as of the immediate prior September 30 (other than amounts encumbered for the Transit Capital and Infrastructure Project, as described in Section 4.06 hereof and amounts transferred to Transit Service Account after November 15, if any, pursuant to Section 6.01(D) hereof) will be used to pay the Developer Reimbursement Amount to the Developer, without interest, on or before December 31 of each year. The County's obligation to pay the Developer Reimbursement Amount is limited to amounts on deposit in the Southwest District Mitigation Fund and the Capital and Reimbursement Account. The County shall pay the Developer first from the Southwest District Mitigation Fund, and second from the Capital and Reimbursement Account.

(B) If, at the scheduled termination date of this Agreement, funds remain in the Southwest District Mitigation Fund after the Developer Reimbursement Amount has been paid to the Developer, the County shall reintegrate the funds into the Southwest Transportation Mobility District Multi-Modal Transportation Mitigation Fund.

(C) If, at the scheduled termination date of this Agreement, funds remain in the Capital and Reimbursement Account after the Developer Reimbursement Amount has been fully paid to the Developer from the Southwest District Mitigation Fund and the Capital and Reimbursement Account, the County shall close the Capital and Reimbursement Account and any remaining funds shall become available for any lawful use. Thereafter, no further deposits to the Capital and Reimbursement Account shall be required hereunder.

(D) If, at the scheduled termination date of this Agreement, funds remain in the Transit Operating Account, said funds shall be paid to the Developer, to the extent that the Developer has not been fully paid the Developer Reimbursement Amount.

(E) If, at the scheduled termination of this Agreement, funds remain in the Transit Operating Account after the Developer Reimbursement Amount has been fully paid to the Developer, the County shall close the Transit Operating Account and any remaining funds shall become available for any lawful use. Thereafter, no further deposits to the Transit Operating Account shall be required hereunder.

(F) If, at the scheduled termination date of this Agreement, the funds in the Southwest District Mitigation Fund, the Capital and Reimbursement Account and the Transit Operating Account are insufficient to fully pay the Developer Reimbursement Amount, the Developer shall not be entitled to any further payments and payment obligations hereunder shall be deemed fully satisfied; provided however, that the Developer shall retain its Transportation Mitigation Credit in accordance with Section 3.03(F) hereof.

SECTION 7.05. PAYMENT TO COUNTY. If the total Transportation Mitigation Credit is less than the Developer's total Transportation Mitigation Obligation for Celebration Pointe, the Developer will pay the difference to the County.

ARTICLE VIII
GENERAL PROVISIONS

SECTION 8.01. EFFECTIVE DATE. This Agreement shall become effective upon execution by both parties, the Barnes Trustees, Royal Oaks and MBTOD.

SECTION 8.02. TERM OF AGREEMENT. This Agreement will commence on the Effective Date and terminate on December 31, 2035.

SECTION 8.03. FORCE MAJEURE.

(A) As a condition precedent to the right to claim excuse of performance due to a Force Majeure Event, the party claiming a Force Majeure Event shall promptly notify the other party verbally and, as soon as practical, but in no event more than ten days thereafter, prepare and deliver to the other party a written notice with a detailed description of:

(1) the nature of the Force Majeure Event;

(2) the date/time of the commencement of the Force Majeure Event;

(3) the estimated duration and cost impact of the Force Majeure Event, if any, on the party's obligations, under this Agreement; and

(4) the estimated impact (other than cost) of the Force Majeure Event, if any, on the party's obligations under this Agreement.

(B) When a party claims excuse of performance due to a Force Majeure Event, the party claiming the Force Majeure Event shall, as quickly as possible, to the extent reasonable, eliminate the cause therefore, reduce the costs thereof, and resume performance under this Agreement. The party claiming the Force Majeure Event shall provide prompt notice to the other of the cessation of a Force Majeure Event. The party claiming a Force Majeure Event shall affirmatively prove to the other party the occurrence of the Force Majeure Event and all resulting impacts, if any, to the performance of this Agreement.

SECTION 8.04. DEFAULT AND REMEDIES.

(A) Any one or more of the following events shall constitute an event of default under this Agreement by the Developer (each a "Developer Event of Default"):

(1) the Developer fails to perform or to observe any covenant or condition to be performed or complied with by the Developer under this Agreement, unless excused or justified by a Force Majeure Event of which the Developer has provided prompt written notice to the County and the other parties listed in Section 8.20 hereof; provided however, that (a) if the obligation-inhibiting effects of a Force Majeure Event is claimed for a continued duration of a year and a day, and/or (b) if the obligation-inhibiting effects of Force Majeure Events is claimed for an aggregated period of four years and a day, the Developer's failure to perform or to observe any covenant or condition to be performed or

complied with by the Developer under this Agreement shall not be excused or justified by a Force Majeure Event;

(2) the Developer files or there is filed against the Developer a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute;

(3) an order is entered adjudicating the Developer bankrupt or approving an involuntary petition seeking a reorganization of the Developer under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of the Developer, and the order is not vacated or stayed within one hundred eighty days of entry; or

(4) this Agreement or Celebration Pointe or any part of Celebration Pointe is taken upon execution or by other process of law directed against the Developer, or is taken upon or subjected to any attachments by any creditor of the Developer or claimant against the Developer, and the attachment is not discharged within thirty days after its levy.

Upon the occurrence of a Developer Event of Default, no further building permits shall be issued within Celebration Pointe until the Developer Event of Default has been cured. In addition, the County shall have the right, but not the obligation, to terminate this Agreement. If the County elects to terminate this Agreement pursuant to this subsection, the Developer's right to payment of the Developer Reimbursement Amount through the scheduled termination date of this Agreement from the Southwest District Mitigation Fund and from funds on deposit in the Capital and Reimbursement Account on the date of termination shall survive the termination of this Agreement. The rights and remedies of the County hereunder are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.

(B) It shall constitute an event of default under this Agreement by the County (a "County Event of Default") if the County fails to perform or to observe any covenant or condition to be performed or complied with by the County under this Agreement, unless excused or justified by a Force Majeure Event of which the County has provided prompt written notice to the Developer and the other parties listed in Section 8.20 hereof; provided however, that (1) if the obligation-inhibiting effects of a Force Majeure Event is claimed for a continued duration of a year and a day, and/or (2) if the obligation-inhibiting effects of Force Majeure Events is claimed for an aggregated period of four years and a day, the County's failure to perform or to observe any covenant or condition to be performed or complied with by the County under this Agreement shall not be excused or justified by a Force Majeure Event. Upon the occurrence of a County Event of Default, the Developer shall have the right, but not the obligation, to terminate this Agreement. If the Developer elects to terminate this Agreement pursuant to this subsection, the Developer's right to payment of the Developer Reimbursement Amount through the scheduled termination date of this Agreement from the Southwest District Mitigation Fund and from funds on deposit in the Capital and Reimbursement Account on the date of termination shall survive the termination of this Agreement. The rights and remedies of the Developer hereunder are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.

(C) Prior to exercising any remedies, the non-defaulting party shall notify defaulting party and the other parties to this Agreement in writing, hand delivered, or sent by Federal Express or a comparable overnight mail service, or by U.S. Registered or Certified Mail, return receipt requested, postage prepaid. This notification will make specific reference to the provision which gave rise to the default. The non-defaulting party will give the defaulting party 90 days to cure the default. The County Manager is authorized to provide written notice of a Developer Event of Default and elect remedies on behalf of the County.

SECTION 8.05. JOINDER OF OTHER AFFECTED PARTIES. The Barnes Trustees, Royal Oakes and MBTOD join in the execution of this Agreement for the sole purpose of agreeing to be bound by the provisions set forth in Section 8.04 of this Agreement prohibiting the issuance of building permits within Celebration Pointe following a Developer Event of Default until such Developer Event of Default has been cured.

SECTION 8.06. RELATIONSHIP OF PARTIES. The Developer acknowledges that the Developer is not an agent or a service provider of the County. No person employed by either party to this Agreement will, in connection with the performance of this Agreement, be considered the employee of the other party, nor will any employee claim a right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom the person is employed.

SECTION 8.07. ANNEXATION. This Agreement is not intended to be, and indeed is not, a "development agreement" within the meaning of Sections 163.3220-163.3242, Florida Statutes. The parties shall not be deprived of their rights and obligations, and this Agreement shall not be terminated, modified, or affected by operation of a municipal annexation of any portion of Celebration Pointe: provided however, that the County's obligation to fund the Transit Capital and Infrastructure Project and provide Transit Service, and the Developer's obligation to pay for Transit Service pursuant to Section 6.02 hereof, shall be extinguished upon annexation of Celebration Pointe, or any portion of Celebration Pointe, by a municipality in the County. The County agrees to use reasonable efforts to enter into an annexation transition agreement with the annexing municipality to address the impact of annexation upon the provision of Transit Service to Celebration Pointe.

SECTION 8.08. INDEMNIFICATION.

(A) The Developer shall defend, indemnify and hold harmless the County and its agents, officers, and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses, or costs, including, but not limited to, reasonable attorneys' and paralegals' fees and costs, whether at trial or appellate levels or otherwise, arising during or out of the design or construction of the improvements contemplated by this Agreement.

(B) The Developer's duty to defend is independent and separate from the duty to indemnify. The duty to defend exists if the allegations made indicate that the cause of the alleged harm arose from the acts or omissions of the Developer. The Developer's duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Developer.

(C) The Developer's obligation to indemnify and defend will survive the expiration or early termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party is fully and finally barred by the applicable statute of limitations.

SECTION 8.09. NON-EXCLUSIVITY. The County may enter into for the Transportation Projects with other developers to facilitate collaboration with multiple developers and allow for the Transportation Projects.

SECTION 8.10. COUNTERPARTS. This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

SECTION 8.11. MEDIATION.

(A) The parties agree to attempt to resolve all disputes, claims or controversies arising out of or relating to this Agreement by mediation in accordance with Chapter 44, Fla. Stat. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

(B) Either party may commence the mediation process by providing to the other party written notice, setting forth the subject(s) of the dispute, claim(s), and the relief(s) desired. Within twenty business days after the receipt of the notice, the receiving party shall deliver a written response to the initiating party's notice stating whether the receiving party agrees with or disputes the initiating party's claim(s) or disputes the initiating party's entitlement to the relief(s) desired. If the receiving party disputes the initiating party's claim(s) or entitlement to the relief desired, the parties shall jointly appoint a mutually acceptable mediator who is Florida Circuit Court certified in accordance with Section 44.106, Florida Statutes, and Florida Rules of Certified and Court-Appointed Mediators. If the parties cannot agree on a mediator, each shall select one mediator from the available Florida Circuit Court certified mediators and those two mediators shall select a third mediator who will conduct the sessions. There shall be no independent right to discovery for these mediation sessions. The parties acknowledge and agree these mediation sessions are subject to the Mediation Confidentiality and Privilege Act (Sections 44.401 through 44.406, Florida Statutes).

(C) The initial mediation session shall be held within ninety calendar days after the initial notice, unless otherwise agree to by the parties, on a date set by the mediator, making reasonable accommodation and taking into account the respective scheduled of the parties. The parties further agree to share equally the costs of the mediation sessions, which costs will not include costs incurred by a party for representation by counsel at the mediation. The mediation sessions shall be conducted in Alachua County, Florida. If an agreement is reached through the mediation process, the parties shall sign a mediation agreement and the agreement shall be enforceable by either party thereafter.

SECTION 8.12. RECORDATION OF AGREEMENT. The County shall record this Agreement in the Official Records of Alachua County. Florida. at Developer's expense. within 10 business days after the execution of this Agreement by both parties.

SECTION 8.13. ENFORCEMENT AND THIRD-PARTY BENEFICIARIES. If any party hereto fails to carry out any of its covenants or obligations contained herein. both parties shall be entitled to all remedies available at law or in equity. This Agreement does not create any relationship with. or any rights in favor of. any third party.

SECTION 8.14. COMPLETE AGREEMENT. This Agreement contains the entire agreement between the parties. No rights. duties or obligations of the parties shall be created unless specifically set forth in this Agreement.

SECTION 8.15. FURTHER DOCUMENTATION. The parties agree that. at any time following a request by the other party. each shall execute and deliver to the other party such further documents and instruments in form and substance reasonably necessary to confirm or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

SECTION 8.16. NON-WAIVER. Failure to enforce any provision of this Agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

SECTION 8.17. AMENDMENTS. No modification or amendment of this Agreement shall be of any legal force or effect unless it is in writing and executed by both parties. and meets the requirements of the Comprehensive Plan and Alachua County Code.

SECTION 8.18. ASSIGNMENT. This Agreement may not be assigned without the prior written consent of the other party. and all the terms and conditions set forth herein shall inure to the benefit of and shall bind all future assignees. The County shall not unreasonably delay or withhold assignment.

SECTION 8.19. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the parties. and shall inure to the benefit of the heirs. legal representatives. successors. and assigns of the parties. and shall be a covenant running with Celebration Pointe and be binding upon the successors and assigns of the Developer and upon any person. firm. corporation. or entity who may become the successor in interest to Celebration Pointe.

SECTION 8.20. NOTICES TO PARTIES. Whenever this Agreement requires or permits any consent. approval. notice. request. proposal. or demand from one party to another. the content. approval. notice. request. proposal. or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (A) by hand delivery to the person(s) hereinafter designated. or (B) by overnight hand delivery addressed as follows. or (C) through the United States Mail. postage prepaid. certified mail. return-receipt requested. or (D) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

County: Alachua County
c/o County Manager
12 SE 1st Street
Gainesville, FL 32601
Phone: (352) 374-5204
Fax: (352) 338-7363

Developer: Celebration Pointe, LLC
c/o SHD Development, LLC.
2579 Southwest 87th Drive
Gainesville, FL 32608
Phone: (352) 333-9333
Fax: (352) 333-9533

Barnes Trustees: Patricia Hunt and Cecil Barnes, as Co-Trustees
of Mable Barnes Revocable Trust Dated November 6, 2006
3400 NW 13th Street
Gainesville, FL 32609

Royal Oaks: Royal Oaks of Gainesville, LLC
c/o Matthew T. Ryals
2700-A NW 43rd Street
Gainesville, FL 32606

MBTOD: MBTOD Development, LLC
c/o Svein Dyrkolbotn
2579 SW 87th Drive
Gainesville, FL 32608

Any of the foregoing parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 8.21. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

SECTION 8.22. GOVERNING LAW AND VENUE. The Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws the State of Florida. If any litigation should be brought in connection with this Agreement, venue shall lie in Alachua County, Florida. The parties waive trial by jury.

SECTION 8.23. RECORDS AND AUDIT RIGHTS. The Developer shall keep accurate books, records and accounts of the Reimbursable Project Amount, which shall be kept

separate and apart from all other books, records and accounts of the Developer, and the County shall have the right at all reasonable times to inspect such books, records and accounts. The County reserves the right, at its sole option and expense, to audit the Reimbursable Project Amount.

IN WITNESS WHEREOF, the Board of County Commissioners of Alachua County, Florida has caused this Agreement to be executed and delivered this 24 day of October, 2011.

ALACHUA COUNTY, FLORIDA

By: _____
Chairman/Vice Chairman
Board of County Commissioners

(SEAL)

ATTEST:

_____
Clerk/Deputy Clerk

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

IN WITNESS WHEREOF, Celebration Pointe Partners, LLC has caused this Agreement to be executed and delivered this 11 day of October, 2011.

CELEBRATION POINTE PARTNERS, LLC
a Florida limited liability company

By: SHD Development, LLC
its managing member

By: _____
Svein H. Dyrkolbotn, its managing member

WITNESSES:

_____
DENISE LOWRY HUTSON

_____
ANGELA L. BOWEN

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by Svein H. Dyrkolbotn, as managing member of SHD Development, LLC, as managing member of Celebration Pointe Partners, LLC, who is personally known to me or who has produced _____ as identification and did (did not) take an oath.

WITNESS, my hand and official seal this 11 day of October, 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Denise Lowry Hutson
Commission # EE048116
Expires: DEC. 12, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

_____
Signature of person taking acknowledgment

DENISE LOWRY HUTSON
Name of acknowledger (printed)

My commission expires: _____

IN WITNESS WHEREOF, Patricia Hunt and Cecil Barnes, as Co-Trustees of the Mable Barnes Revocable Trust Dated November 6, 2006 have caused this Agreement to be executed and delivered this 11 day of October, 2011.

PATRICIA HUNT AND CECIL BARNES
Co-Trustees of the Mable Barnes Revocable Trust
Dated November 6, 2006

By: Patricia Hunt
Patricia Hunt, as Co-Trustee of the Mable Barnes Revocable Trust Dated November 6, 2006

By: Cecil Barnes
Cecil Barnes, as Co-Trustee of the Mable Barnes Revocable Trust Dated November 6, 2006

WITNESSES:

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by Patricia Hunt and Cecil Barnes, as Co-Trustees of the Mable Barnes Revocable Trust Dated November 6, 2006 who are personally known to me or who have produced _____ as identification and did (did not) take an oath.

WITNESS, my hand and official seal this 11 day of October, 2011.

NOTARY PUBLIC STATE OF FLORIDA
BRUCE E. HOFFMAN
MY COMMISSION # EE 016598
EXPIRES: December 12, 2014
Bonded Thru Budget Notary Services

_____
Signature of person taking acknowledgment

_____
Name of acknowledger (printed)

My commission expires: _____

IN WITNESS WHEREOF, Royal Oaks of Gainesville, LLC has caused this Agreement to be executed and delivered this 11th day of October, 2011.

ROYAL OAKS OF GAINESVILLE, LLC
a Florida limited liability company

By: Matthew T. Ryals
Matthew T. Ryals, its managing member

WITNESSES:

Yara Carrigan

Stephanie Gordon

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by Matthew T. Ryals, as managing member of Royal Oaks of Gainesville, LLC, who is personally known to me or who has produced _____ as identification and did (did not) take an oath.

WITNESS, my hand and official seal this 11th day of October, 2011.

Alison J Mathena
Signature of person taking acknowledgment

_____
Name of acknowledger (printed)

My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
ALISON J. MATHENA
Commission # DD 879801
Expires July 18, 2013
Bonded Thru Troy Fain Insurance 800-365-7019

IN WITNESS WHEREOF, MBTOD Development, LLC has caused this Agreement to be executed and delivered this 11 day of October, 2011.

MBTOD DEVELOPMENT, LLC
a Florida limited liability company

By: SHD Development, LLC
its managing member

By: _____
Svein H. Dyrkolbotn, its managing member

WITNESSES:

_____
DENISE LOWRY HUTSON

_____
ANGELA L. BOWEN

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by Svein H. Dyrkolbotn, as managing member of SHD Development, LLC, as managing member of MBTOD Development, LLC, who is personally known to me or who has produced _____ as identification and did (did not) take an oath.

WITNESS, my hand and official seal this 11 day of October, 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Denise Lowry Hutson
Commission # EE048116
Expires: DEC. 12, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

_____
Signature of person taking acknowledgment

DENISE LOWRY HUTSON
Name of acknowledger (printed)

My commission expires: _____

1. LEGAL DESCRIPTIONS FOR TAX PARCELS 06684-000-000, 06820-000-000, 06828-000-000 AND 06830-000-000 PER THE GEORGE F. YOUNG, INC. BOUNDARY SURVEY DATED AUGUST 20, 2010:

DESCRIPTION (PER COMMITMENT)

TRACT I:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN WEST 18.31 CHAINS, THENCE RUN NORTH 12.60 CHAINS TO THE POINT OF BEGINNING, THENCE RUN NORTH 24.86 CHAINS ALONG OLD FENCE LINE TO A POINT; THENCE RUN WEST 16 CHAINS ALONG OLD FENCE LINE TO A POINT, THENCE RUN NORTH 4.39 CHAINS ALONG OLD FENCE LINE TO A POINT; THENCE RUN EAST 16 CHAINS TO A POINT; THENCE RUN NORTH 17.01 CHAINS ALONG OLD FENCE LINE TO A POINT; THENCE RUN WEST 2.05 CHAINS ALONG OLD FENCE LINE TO A POINT; THENCE RUN NORTH 31.43 CHAINS ALONG OLD FENCE LINE TO A POINT; THENCE RUN WEST
60 CHAINS ALONG OLD FENCE LINE TO A POINT; THENCE RUN SOUTH 11.43 CHAINS TO A POINT; THENCE RUN EAST 30 CHAINS ALONG OLD FENCE LINE TO A POINT; THENCE RUN SOUTH 10 DEGREES WEST 7.60 CHAINS TO A POINT; THENCE RUN EAST 6.20 CHAINS TO A POINT; THENCE RUN SOUTH 10 DEGREES WEST 15.32 CHAINS TO A POINT; THENCE RUN WEST 6 CHAINS TO A POINT; THENCE RUN SOUTH 14 CHAINS TO A POINT; THENCE RUN EAST 6 CHAINS TO A POINT; THENCE RUN SOUTH 5 CHAINS TO A POINT; THENCE RUN SOUTH 22 DEGREES WEST 15.30 CHAINS TO A POINT; THENCE RUN EAST 3.70 CHAINS TO OLD FENCE LINE; THENCE RUN SOUTH 38 DEGREES 15 MINUTES WEST 72 LINKS ALONG OLD FENCE LINE TO A POINT AND OLD FENCE CORNER; THENCE RUN EAST 22.85 CHAINS ALONG OLD FENCE LINE TO A POINT AND OLD FENCE CORNER; THENCE RUN SOUTH 9.36 CHAINS ALONG OLD FENCE LINE TO A POINT; THENCE RUN EAST 10 CHAINS TO THE POINT OF BEGINNING, ALL BEING IN SECTIONS 10 AND 15-10-19, ALACHUA COUNTY, FLORIDA; AS MODIFIED BY THAT CERTAIN BOUNDARY AGREEMENT BETWEEN MABLE BARNES AND GEORGE E. SHEFFIELD AND MARIE SHEFFIELD, HIS WIFE, RECORDED MAY 17, 1972, IN OFFICIAL RECORDS BOOK 788, PAGE 988.

LESS THE RIGHT OF WAY FOR INTERSTATE HIGHWAY NO. 75 PER ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 202, PAGE 631 (SRD #133).

ALSO LESS:

A PARCEL OF LAND SITUATED IN SECTION 10, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA AND BEING A PART OF LOT 7, AS SHOWN ON PLAT BOOK .A., PAGE 10, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN NORTH 89 DEG. 58 MIN. 20 SEC. WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 10, A DISTANCE OF 1,320.70 FEET TO A CONCRETE MONUMENT (NO I.D.) AND THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEG. 57 MIN. 45 SEC. WEST ALONG THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 10, A DISTANCE
OF 460.94 FEET TO A ONE AND ONE-HALF (1 1/2) INCH IRON PIPE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF I-75, (U.S. NO. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE RUN NORTH 31 DEG. 58 MIN. 50 SEC. WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 897.50 FEET TO A FOUND REBAR AND P.L.S. CAP #3628 AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 7; THENCE RUN SOUTH 89 DEG. 52 MIN. 52 SEC. EAST ALONG SAID NORTH LINE A DISTANCE OF 936.27 FEET TO A SET REBAR AND P.L.S. CAP #2228; THENCE RUN SOUTH 00 DEG. 00 MIN. 05 SEC. EAST, A DISTANCE OF 759.64 FEET TO THE POINT OF BEGINNING. CONTAINING 12.190 ACRES, MORE OR LESS. (O.R. BOOK 2301, PAGE 2050)

ALSO LESS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTION 15 A DISTANCE OF 1303.5 FEET; THENCE SOUTH 3712.5 FEET; THENCE WEST 660 FEET; THENCE SOUTH 56.94 FEET; THENCE NORTH 89 DEG. 28 MIN. 14 SEC. EAST A DISTANCE OF 124 FEET; THENCE SOUTH 01 DEG. 09 MIN. 47 SEC. EAST A DISTANCE OF 519.82 FEET TO THE POINT OF BEGINNING, WHICH POINT OF BEGINNING IS THE NORTHWEST CORNER OF THE TRACT HEREINAFTER DESCRIBED; THENCE CONTINUE SOUTH 01 DEG.
09 MIN. 47 SEC. EAST A DISTANCE OF 120.48 FEET TO THE SOUTHWEST CORNER OF THE TRACT CONVEYED HEREIN; THENCE RUN SOUTH 89 DEG. 23 MIN. 43 SEC. EAST 661.0 FEET, MORE OR LESS, TO THE WEST SIDE OF GRADED COMMUNITY ROAD WHICH IS THE SOUTHEAST CORNER OF THE TRACT HEREIN CONVEYED; THENCE CONTINUE NORTHWARD ALONG THE WEST SIDE OF SAID ROAD TO A POINT THAT IS NORTH 87 DEG. 24 MIN. 31 SEC. EAST 661.04 FEET FROM THE POINT OF BEGINNING, SUCH POINT BEING THE NORTHEAST CORNER OF THE TRACT HEREIN CONVEYED; THENCE RUN SOUTH 87 DEG. 24 MIN. 31 SEC. WEST 661.04 FEET TO THE POINT OF BEGINNING.(O.R. BOOK 788, PAGE 990)

ALSO LESS:

ANY PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 OF NE 1/4) OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, THAT LIES NORTHERLY OF THE RIGHT OF WAY OF INTERSTATE HIGHWAY NO. 75.

ALSO LESS:

ANY PART THAT MAY LIE WITHIN THE FOLLOWING DESCRIPTION:

COMMENCE 8 CHAINS SOUTH AND 19.75 CHAINS WEST OF THE NORTHEAST CORNER OF THE SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST FOR A POINT OF BEGINNING, THENCE RUN SOUTH 15 CHAINS, THENCE WEST 3.35 CHAINS, THENCE NORTH 15 CHAINS, THENCE EAST 3.35 CHAINS TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT a parcel of approximately 8 acres from the Southeast corner of Tax Parcel No. 06820-000-000 (TO BE MORE ACCURATELY DESCRIBED).

TRACT II:

BEGIN AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE RUN WEST ALONG THE NORTH LINE OF SAID SECTION, 1320 FEET; THENCE RUN SOUTH 1320 FEET TO A POINT OF BEGINNING; THENCE RUN EAST TO A POINT ON THE WEST RIGHT OF WAY OF INTERSTATE HIGHWAY 75; THENCE RUN SOUTHEAST ALONG SAID RIGHT OF WAY TO A POINT ON THE SOUTH LINE OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE RUN WEST ALONG SAID SOUTH LINE TO A POINT ON THE
WEST LINE OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE RUN NORTH TO THE POINT OF BEGINNING, ALL BEING AND LYING IN THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION OF CAPTIONED PROPERTY LYING WITHIN THE RIGHT OF WAY OF SW 45TH STREET.

AND:

SOUTH 1/2 OF NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, LYING WEST OF I-75

LESS AND EXCEPT ANY PORTION OF CAPTIONED PROPERTY LYING WITHIN THE RIGHT OF WAY OF SW 45TH STREET.

DESCRIPTION: (PREPARED BY THIS OFFICE)

A PARCEL OF LAND LYING IN SECTIONS 10 AND 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA. BEGIN DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" ROD (LB2389) AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF STATE ROAD 24 (ARCHER ROAD) AND THE EAST MONUMENTED RIGHT OF WAY OF SOUTHWEST 45 TH STREET; THENCE N 31°35'14" W, A DISTANCE OF 9.55 FEET; THENCE S 58°24'46" W, A DISTANCE OF 59.95 FEET TO A FOUND 1/2" ROD (LS 4116) ON THE WESTERLY MONUMENTED RIGHT OF WAY LINE OF SAID SOUTHWEST 45 TH STREET; THENCE ALONG SAID WESTERLY MONUMENTED RIGHT OF WAY THE FOLLOWING ELEVEN (11) CALLS; (1) N 31°29'51" W, A DISTANCE OF 383.09 FEET TO A FOUND 1/2" ROD ((LS 4116); (2) N 31°36'51" W, A DISTANCE OF 19.98 FEET TO A FOUND 5/8" ROD (RLS 2047); (3) N 33°05'34" W, A DISTANCE OF 311.95 FEET TO A FOUND 1/2" ROD (PLS 5281); (4) N 49°28'50" W, A DISTANCE OF 14.33 FEET TO FOUND 1/2" ROD (ILLEGIBLE); (5) N 37°48'05" W, A DISTANCE OF 70.14 FEET TO A FOUND 5/8" ROD (NO ID); (6) N 17°34'50" W, A DISTANCE OF 41.57 FEET TO A FOUND 5/8" ROD (ILLEGIBLE); (7) N 00°30'10" E, A DISTANCE OF 214.02 FEET TO A FOUND 5/8" ROD (PLS 5281); (8) N 05°22'55" W, A DISTANCE OF 55.98 FEET TO A FOUND 5/8" ROD (NO ID); (9) N 04°23'57" E, A DISTANCE OF 105.44 FEET TO A FOUND 1/2" ROD (NO ID); (10) N 05°42'10" W, A DISTANCE OF 112.94 FEET TO A FOUND 5/8" ROD (NO ID); (11) N 04°14'10" W, A DISTANCE OF 244.57 FEET TO A FOUND 5/8" ROD (T.J. BRANNON LS 3524) FOR THE POINT OF BEGINNING;.

THENCE ALONG AN EXISTING WIRE FENCE LINE THE FOLLOWING THREE (3) CALLS; (1) N 02°09'08" W, A DISTANCE OF 483.56 FEET; (2) N 01°18'44" W, A DISTANCE OF 200.01 FEET; (3) N 05°34'30" W, A DISTANCE OF 76.83 FEET; THENCE ALONG THE SOUTH AND WEST LINES OF A PARCEL TO ALACHUA COUNTY RECORDED IN OFFICIAL RECORDS BOOK 3478, PAGE 1017 THE FOLLOWING TWO (2) CALLS; (1) S 89°14'02" W, A DISTANCE OF 42.12 FEET TO A 5/8" ROD (LB2389)); (2) N 00°53'53" W, A DISTANCE OF 722.79 FEET TO A 1/2" ROD (LB021); THENCE S 88°42'49" W, A DISTANCE OF 983.30 FEET TO A 1/2" ROD (LB021); THENCE N 01°17'11" W, A DISTANCE OF 289.74 FEET TO A 1/2" ROD (LB021); THENCE N 88°42'49" E, A DISTANCE OF 987.56 TO A 1/2" ROD (LB021); THENCE N 00°41'38" W ALONG THE WEST LINE OF SAID OFFICIAL RECORD BOOK 3478, PAGE 1017, A DISTANCE OF 253.94 FEET TO A 1/2" ROD (LB021); THENCE ALONG AN EXISTING WIRE FENCE LINE AND IT'S SOUTHEASTERLY EXTENSION THE FOLLOWING FIVE (5) CALLS; (1) N 16°28'03" W, A DISTANCE OF 32.35 FEET; (2) N 11°30'00" W, A DISTANCE OF 333.70 FEET; (3) N 05°59'32" W, A DISTANCE OF 46.57 FEET; (4) N 02°16'56" E, A DISTANCE OF 283.50 FEET; (5) N 87°01'19" W, A DISTANCE OF 194.75 FEET; THENCE N 00°36'10" W, A DISTANCE OF 556.90 FEET TO A 1/2" ROD (LB021); THENCE N 32°39'28" W, ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF I-75 (STATE ROAD No. 93), A DISTANCE OF 2047.95 FEET; THENCE ALONG THE NORTH, WEST AND SOUTH LINES OF LOT 7 OF SAID SECTION 10, AS RECORDED IN PLAT BOOK A, PAGE 10 OF SAID PUBLIC RECORDS THE FOLLOWING THREE (3) CALLS; (1) S 89°17'18" W, A DISTANCE OF 2681.15 FEET TO A FOUND 1" PIPE (NO ID.); (2) S 00°32'40" E, A DISTANCE OF 761.70 FEET TO A FOUND 5" X 5" CONCRETE MONUMENT (PROP. COR. McGRIFF CO.) MARKING THE SOUTHWEST CORNER OF SAID SECTION 10; (3) N 89°16'11" E, A DISTANCE OF 1980.00 FEET TO A 1/2" ROD (LB021); THENCE S 09°16'11" W, A DISTANCE OF 501.60 FEET TO A 1/2" ROD (LB021); THENCE N 89°16'11" E, A DISTANCE OF 409.20 FEET 1/2" ROD (LB021); THENCE S 09°16'11" W. A DISTANCE OF 1011.12 FEET 1/2" ROD (LB021); THENCE S 89°16'11' W, A DISTANCE OF 396.00 FEET TO A 1/2" ROD (LB021); THENCE S 00°43'49" E, A DISTANCE OF 924.00 FEET TO A 1/2" ROD (LB021); THENCE N 89°16'11" E, A DISTANCE OF 396.00 FEET TO A 1/2" ROD (LB021); THENCE S 00°43'49" E, A DISTANCE OF 330.00 FEET TO A 1/2" ROD (LB021); THENCE S 21°16'11" W, A DISTANCE OF 1009.80 FEET TO A 1/2" ROD (LB021); THENCE N 89°16'11" E, A DISTANCE OF 244.20 FEET TO A 1/2" ROD (LB021); THENCE S 37°31'11" W, A DISTANCE OF 141.27 FEET TO A 1/2" ROD (LB021); THENCE N 88°25'19" E, ALONG AN EXISTING FENCE LINE AS DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 788, PAGE 988 OF SAID PUBLIC RECORDS, A DISTANCE OF 1510.74 FEET TO A FOUND 1" PIPE (NO ID); THENCE S 01°41'24" E ALONG AN EXISTING FENCE LINE, A DISTANCE OF 521.74 FEET TO A 5/8" ROD (NO ID) IN THE REMAINS OF AN OLD FENCE LINE; THENCE ALONG THE SAID OLD FENCE THE FOLLOWING FIVE (5) CALLS; (1) N 88°50'35" E, A DISTANCE OF 44.02 FEET; (2) N 87°40'23" E, A DISTANCE OF 48.53 FEET; (3) N 85°54'51" E, A DISTANCE OF 302.42 FEET; (4) N 89°08'04" E, A DISTANCE OF 85.58 FEET; (5) N 86°25'48" E, A DISTANCE OF 182.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 213.00 ACRES

2. LEGAL DESCRIPTION PER THE FLOWERS SURVEYING AND MAPPING, INC. BOUNDARY SURVEY DATED FEBRUARY 1, 2011:

TRACT 06832-000-000
15-10-19 7.03 ACRES COM 18.31 CHS W & 12.60 CHS N OF SE COR SEC RUN N ALONG FENCE 1640.76 FT POB W 1056 FT N 289.74 FT E 1056 FT S 289.74 FT POB

3. LEGAL DESCRIPTIONS PER THE ALACHUA COUNTY PROPERTY APPRAISER:

TRACT 06826-001-000
S1/2 OF N1/2 OF SE1/4 OF NE1/4 LYING W OF I-75 OR 3307/0700

TRACT 06827-001-000
N1/4 OF SE1/4 OF NE1/4 W OF I-75 OR 3307/0700

TRACT 06937-000-000
ORANGE CITY BD J-717 LOTS 2 3 4 5 BK 1 LESS R/W STATE RD 24 PER 75-1273-CA OR 3986/2420

REVISIONS:

NO.	DATE	DESCRIPTION	BY

DESIGNED BY: WJJ
DRAWN BY: MAF
CHECKED BY: MAF
APPROVED BY: WJJ

SHEET TITLE:
EXHIBIT A
CELEBRATION POINTE
LEGAL DESCRIPTIONS OF PROPERTIES

SITE ENGINEERING PLANS FOR:
CELEBRATION POINTE
ALACHUA COUNTY, FLORIDA

DO NOT SCALE THIS DRAWING

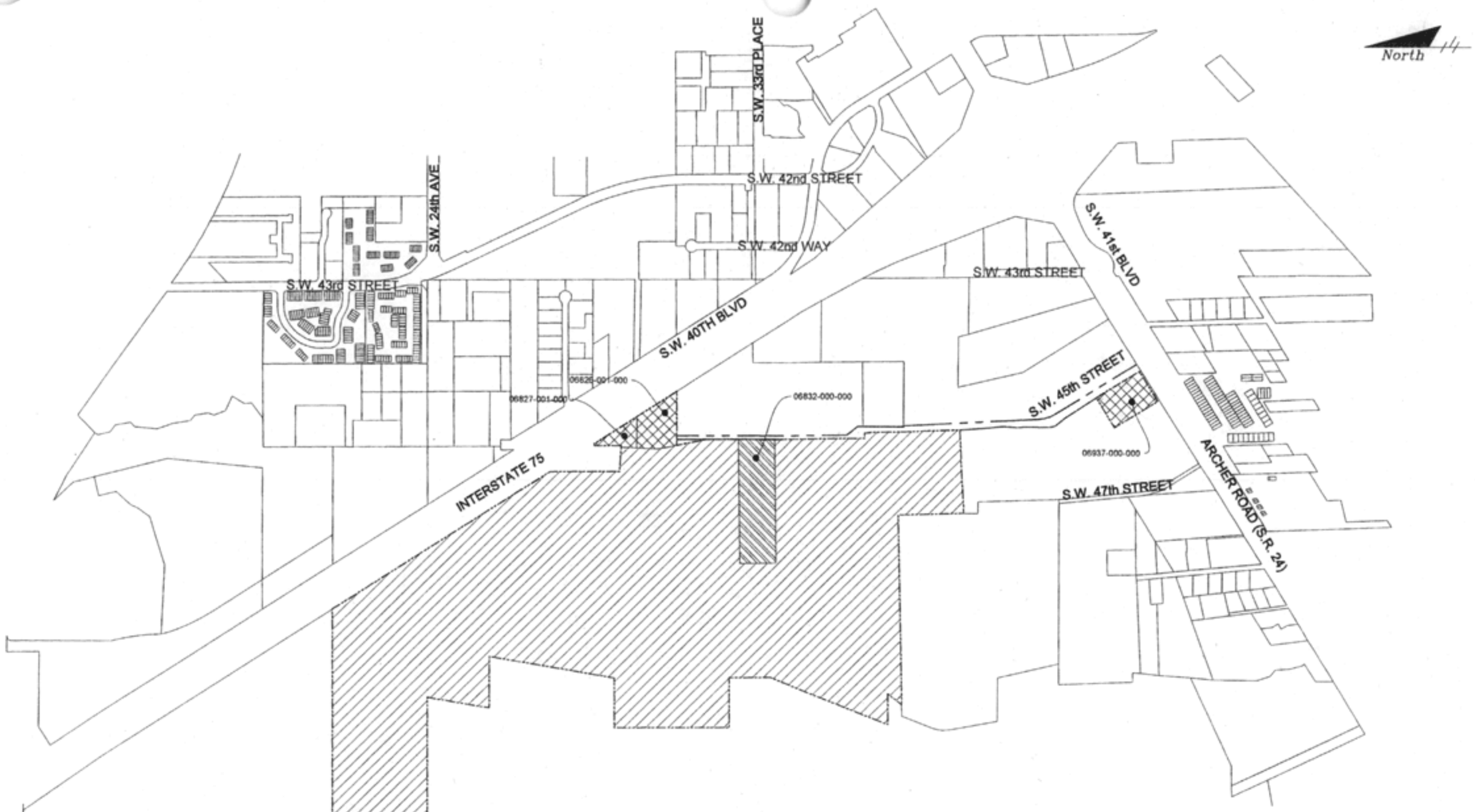
JFI
JARVIS & FOLSOM, INC.
Professionals & Planners
2970 SW 67th Drive, Suite 100 - Gainesville, FL 32608
Phone: 352.375.7022 Fax: 352.333.9523
email: mail@jarvisfolsom.com

Jarvis & Folsom, Inc.
Certificate of Authorization
No. 29456

Walter Jarvis, P.E.
Florida P.E. No.: 69101

PROJECT NO.: 09-001
SCALE: AS SHOWN
DATE: AUGUST 2011
SHEET NO.: 1 OF 2

C:\Users\Mary Folsom\Desktop\Local Files\Archive\2921\09-001 Exhibit A_1of2.dwg Plotted: Aug 10, 2011 - 8:37am by Mary Folsom



LEGEND

OVERALL PROJECT BOUNDARY

PROJECT BOUNDARY AREA PER THE GEORGE F. YOUNG, INC. BOUNDARY SURVEY DATED AUGUST 20, 2010.
INCLUDES THE FOLLOWING PARCELS:
1. 06684-000-000
2. 06820-000-000
3. 06828-000-000
4. 06830-000-000

PROJECT BOUNDARY AREA PER THE FLOWERS SURVEYING AND MAPPING, INC. BOUNDARY SURVEY DATED FEBRUARY 1, 2011.

PROJECT BOUNDARY AREA PER THE DESRIPTIONS PROVIDED BY THE ALACHUA COUNTY PROPERTY APPRAISER .

REVISIONS:

NO.	DATE	DESCRIPTION	BY

DESIGNED BY: WTJ
DRAWN BY: MAF
CHECKED BY: MAF
APPROVED BY: WTJ

SHEET TITLE:
EXHIBIT A
CELEBRATION POINTE
PARCEL BOUNDARY MAP

SITE ENGINEERING PLANS FOR:
CELEBRATION POINTE
ALACHUA COUNTY, FLORIDA

DO NOT SCALE THIS DRAWING

JARVIS & FOLSOM, INC.
Planners & Engineers
2579 SW 87th Drive, Suite 100 - Gainesville, FL 32608
Phone: 352.275.7022 Fax: 352.333.0623
email: walterjarvis@jfi-civil.com

Jarvis & Folsom, Inc.
Certificate of Authorization
No. 28456

Walter Jarvis, P.E.
Florida P.E. No.: 69101

PROJECT NO.: 09-001
SCALE: AS SHOWN
DATE: AUGUST 2011
SHEET NO.: 2 OF 2

C:\Users\Mary Folsom\Appdata\Local\Temp\AcPublish_2932\09-001 Exhibit A_2of2.dwg Plotted: Aug 10, 2011 - 8:39am by Mary Folsom

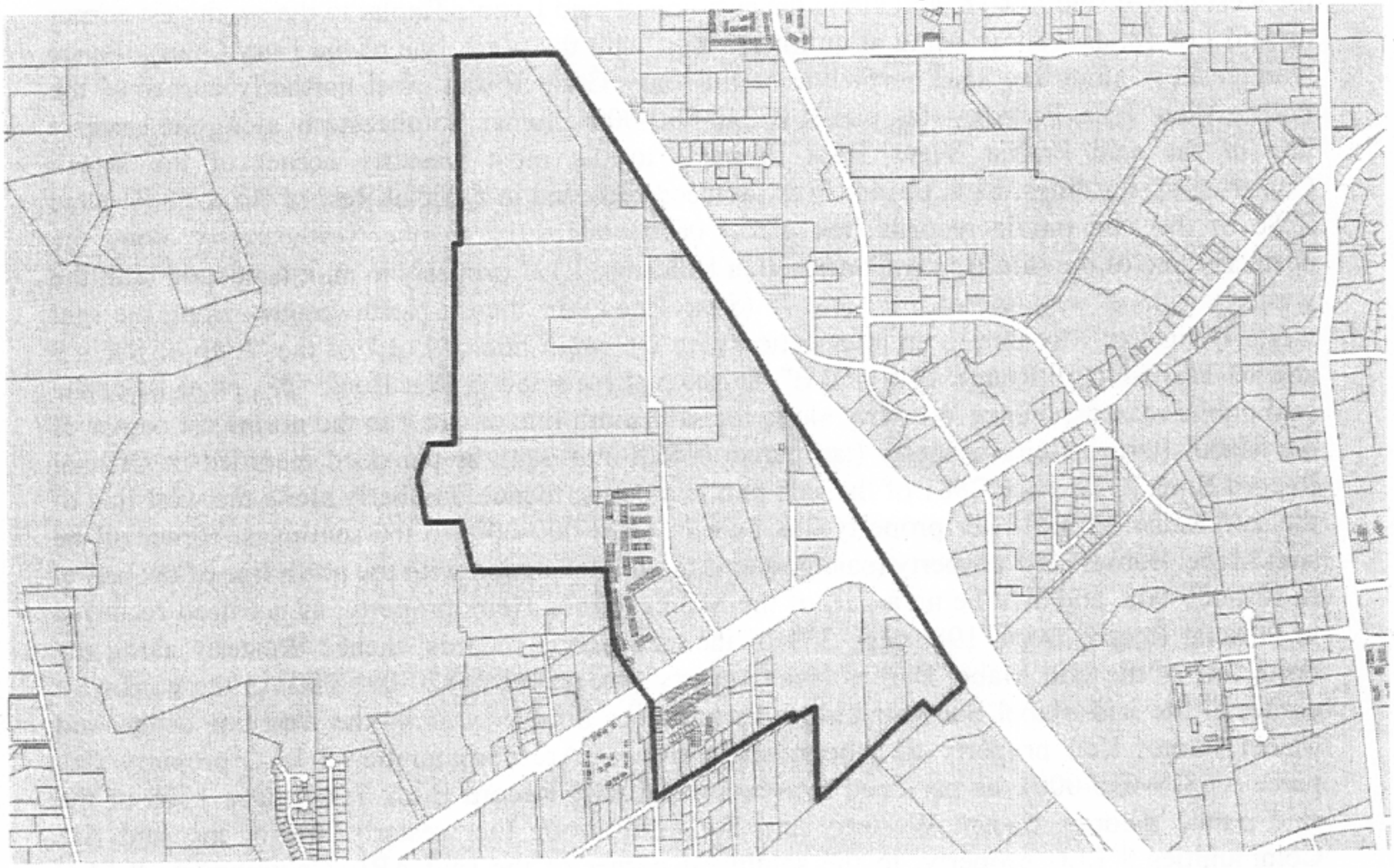
Exhibit A: 2 of 2

Exhibit B: Southwest Alachua County Transportation Improvement District Legal Description and Parcel Boundary Map

That part of Section's 14, 15, 22 and 23, Township 10 South, Range 19 East, Alachua County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Lot 4 (also being the Southeast corner of Lot 5) of "Ricelands Subdivision", as per plat recorded in Plat Book "D", page 74 of the public records of Alachua County, Florida, for the Point of Beginning: thence Southerly across the right of way of SW 47th Way (Riceland Avenue) to the northwest corner of Lot 18 of said Ricelands Subdivision, and also being the northeast corner of "Lyon's Replat of Lot 17", as per plat recorded in Plat Book "F", page 44 of the said public records; thence continue Southerly along the west line of said Lot 18, and along the east line of said Lyon's Replat to the southwest corner of said Lot 18, as well as being at an intersection with the north line of the Gary Grant; thence Northeasterly along the said north line of the Gary Grant to the most northerly corner of the Prairie View Trust Property (tax parcel 07240-000-000); thence Southeasterly along the easterly line of the said Prairie View Trust Property to the most westerly corner of the Beach Construction Holdings, LLC property, as per deed recorded in Official Record Book 3836, page 2286 of the said public records (tax parcel 06800-007-001); thence Northeasterly along the northerly line of the said Beach Construction Holdings, LLC property to an intersection with the westerly right of way line of interstate 75 (State Road 93); thence Northwesterly along the said westerly right of way line to an intersection with the south line of Lot 7 of the "Map of Sec's 9 and 10 Township 10 Range 19 S and E", as per plat recorded in Plat Book "A", page 10 of the said public records; thence Westerly along the said south line of Lot 7 to the northwest corner of the Mabel Barnes Heirs property (tax parcel 06828-000-000), as per deed recorded in Official Record Book 2352, page 2881 of the said public records; thence Southerly along the west line of the said Mabel Barnes Heir property (tax parcel 06828-000-000) to the southwest corner of the said Mabel Barnes Heir property (said corner is at an intersection with the north line of tax parcel 06820-000-000, and also being a part of the Mabel Barnes Heirs property, as per deed recorded in Official Record Book 198, page 359 of the said public records; thence Westerly along the north line of the said Mabel Barnes Heir property (tax parcel 06820-000-000) to the northwest corner of the said Mabel Barnes Heir property; thence Southerly along the west line of the said Mabel Barnes Heir property to a boundary corner of Arc communities 8 LLC property (tax parcel 06819-010-000), as per deed recorded in Official Record Book 2509, page 1168 of the said public records; thence Westerly and Southerly along the westerly line of the said Arc Communities 8 LLC property, to the southwest corner of the said ARC Communities 8 LLC property and being at an intersection with the north line of the Gainesville Council on Aging, Inc. property (tax parcel 06816-000-000), as per deed recorded in Official Record Book 4001, page 1353 of the said public records; thence Easterly along the north line of the said Gainesville Council on Aging, Inc. property to the northeast corner of the said Gainesville Council on Aging, Inc. property, which is also on the west line of a 30.0 foot wide easement, as per Easement Agreement recorded in Official Record Book 788, page 994 of the said public records; thence Southerly along the easterly line of the said Gainesville Council on Aging, Inc. properties (tax parcel's 06933-001-000 and 06935-001-000, both as per deed recorded in Official Record Book 4001, page 1353 of the said public records), and also being along the west line of the said

Easement Agreement to an intersection with the northerly right of way line of State Road 24 (Archer Road), and also being the most easterly corner of said tax parcel 06935-001-000, as well as being the southwest corner of the said Easement Agreement; thence Southwesterly across said State Road 24 to the northeast corner of Hailey Forest Condominiums, as per condo documents recorded in Official Record Book 3562, page 305 of the said public records; thence Southerly along the east line of the said Hailey Forest Condominiums, and along the west line of Lot 5 of said "Ricelands Subdivision" to the southwest corner of said Lot 5, and being the southwest corner of the Gary Lenczyk property; as per deed recorded in Official Record Book 1498, page 196 of the said public records, as well as being at an intersection with the northerly right of way line of SW 47th Way (Riceland Avenue); thence Northeasterly along the said northerly right of way line to the said southwest corner of Lot 4 for the said Point of Beginning.



Southwest Transportation Improvement District Map

Exhibit C: Southwest 30th Avenue Project (within the limits of the Development)

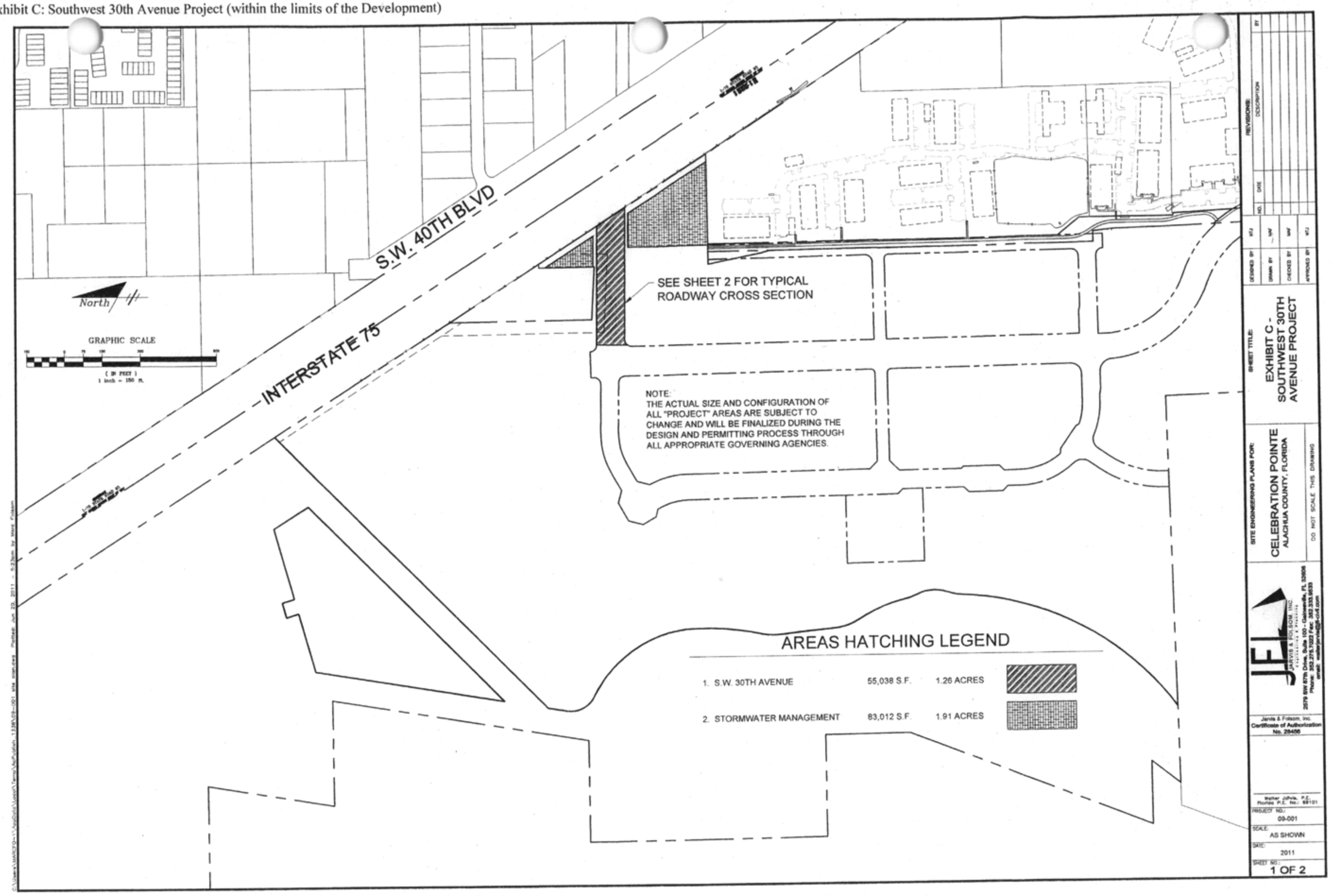
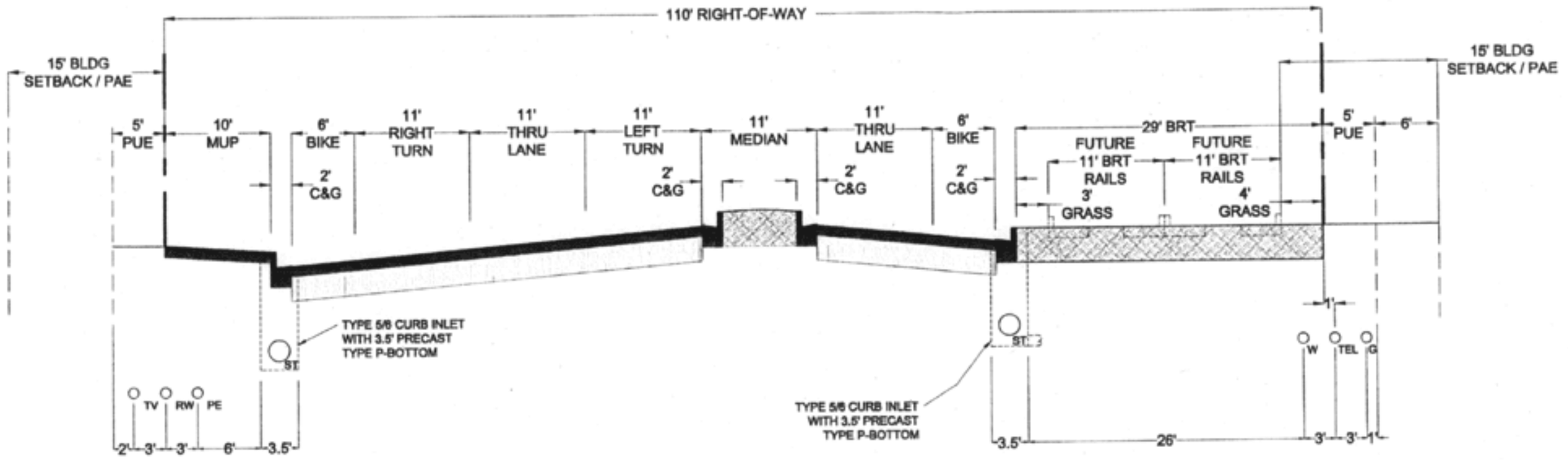


Exhibit C: 1 of 2



S.W. 30TH BOULEVARD
(TYPICAL CROSS-SECTION)
110' RIGHT OF WAY

LEGEND - UTILITIES		
PE	=	PRIMARY ELECTRIC
TV	=	TELEVISION
TEL	=	TELEPHONE
FM	=	FORCE MAIN
W	=	WATER MAIN
RW	=	RECLAIMED WATER
G	=	GAS
ST	=	STORM SEWER
SS	=	SANITARY SEWER
ESS	=	EXISTING SANITARY SEWER
ECOMM	=	EXISTING COMMUNICATION
ETV	=	EXISTING TELEVISION

LEGEND - GENERAL		
BLDG	=	BUILDING
OSP	=	ON-STREET PARKING
MED	=	MEDIAN
C&G	=	CURB AND GUTTER
S/W	=	SIDEWALK
PUE	=	PUBLIC UTILITY EASEMENT
BRT	=	BUS RAPID TRANSIT
MUP	=	MULTI-USE PATH
PAE	=	PUBLIC ACCESS EASEMENT

REVISIONS:

NO.	DATE	DESCRIPTION	BY

DESIGNED BY: WTJ
DRAWN BY: MAF
CHECKED BY: MAF
APPROVED BY: WTJ

SHEET TITLE:
EXHIBIT C - SOUTHWEST 30TH AVENUE PROJECT

SITE ENGINEERING PLANS FOR:
CELEBRATION POINTE
ALACHUA COUNTY, FLORIDA

DO NOT SCALE THIS DRAWING

JARVIS & FOLSOM, INC.
Engineering & Planning
2579 SW 87th Drive, Suite 100 - Gainesville, FL 32608
Phone: 352.278.7022 Fax: 352.333.9633
email: walterjarvis@jfl-civil.com

Jarvis & Folsom, Inc.
Certificate of Authorization No. 28456

Walter Jarvis, P.E.
Florida P.E. No.: 69101

PROJECT NO.: 09-001
SCALE: AS SHOWN
DATE: 2011
SHEET NO.: 2 OF 2

Exhibit D: Archer Braid Multi-Use Trail Project (within the limits of the Development)

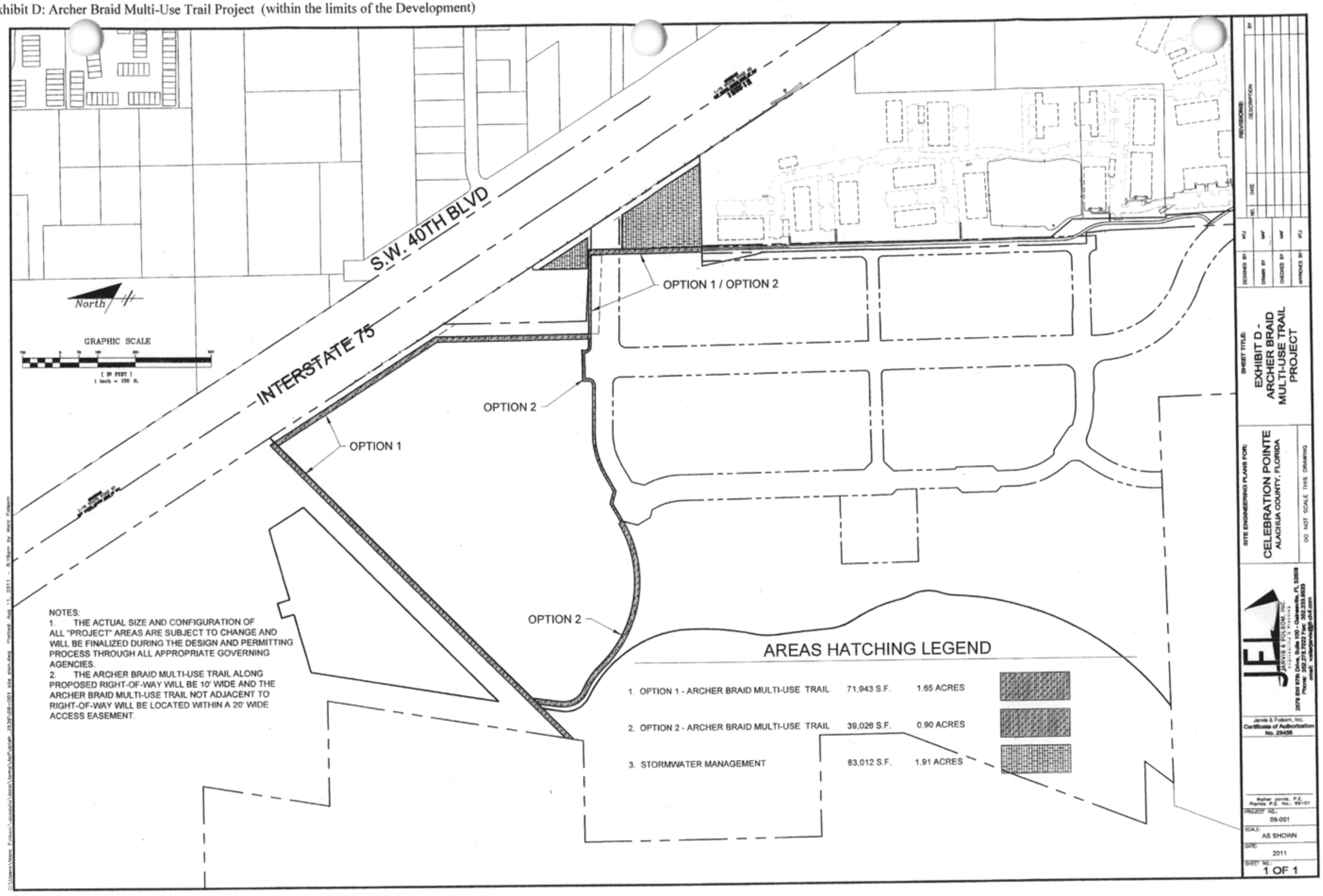


Exhibit D: 1 of 1

Exhibit E: Dedicated Transit Lane(s) Project and Multi-Use Path (within the limits of the Development)

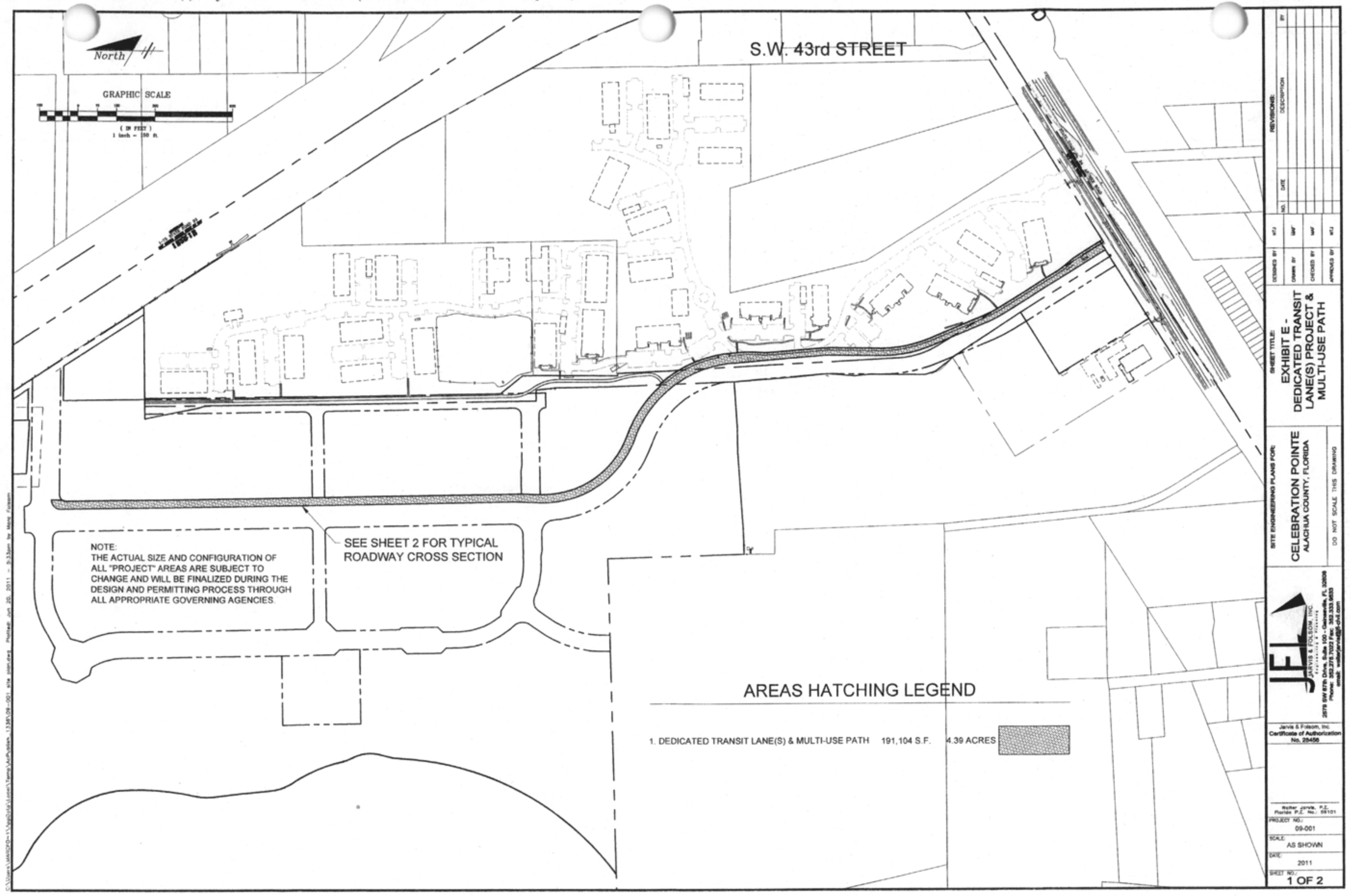
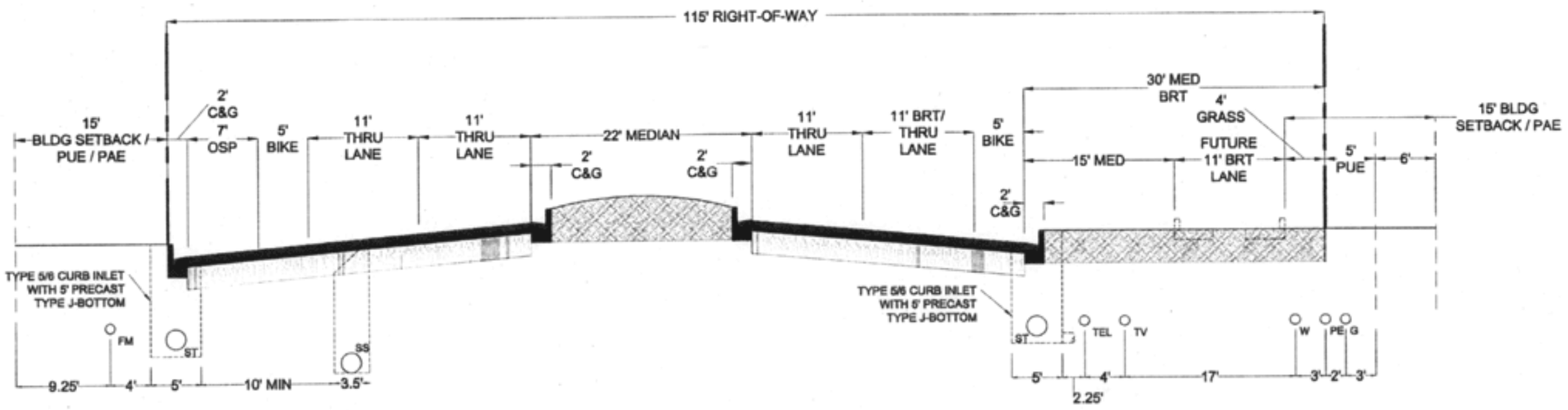


Exhibit E: 1 of 2



CELEBRATION POINTE BOULEVARD
(TYPICAL CROSS-SECTION)
115' RIGHT OF WAY

LEGEND - UTILITIES		
PE	=	PRIMARY ELECTRIC
TV	=	TELEVISION
TEL	=	TELEPHONE
FM	=	FORCE MAIN
W	=	WATER MAIN
RW	=	RECLAIMED WATER
G	=	GAS
ST	=	STORM SEWER
SS	=	SANITARY SEWER
ESS	=	EXISTING SANITARY SEWER
ECOMM	=	EXISTING COMMUNICATION
ETV	=	EXISTING TELEVISION

LEGEND - GENERAL		
BLDG	=	BUILDING
OSP	=	ON-STREET PARKING
MED	=	MEDIAN
C&G	=	CURB AND GUTTER
S/W	=	SIDEWALK
PUE	=	PUBLIC UTILITY EASEMENT
BRT	=	BUS RAPID TRANSIT
MUP	=	MULTI-USE PATH
PAE	=	PUBLIC ACCESS EASEMENT

REVISIONS:

NO.	DATE	DESCRIPTION	BY

DESIGNED BY WTJ
DRAWN BY MAV
CHECKED BY MAV
APPROVED BY WTJ

SHEET TITLE:
EXHIBIT E - DEDICATED TRANSIT LANE(S) PROJECT & MULTI-USE PATH

SITE ENGINEERING PLANS FOR:
CELEBRATION POINTE
ALACHUA COUNTY, FLORIDA

DO NOT SCALE THIS DRAWING

JARVIS & FOLSOM, INC.
Engineering & Planning
2579 SW 87th Drive, Suite 100 - Gainesville, FL 32608
Phone: 352.375.7022 Fax: 352.333.9533
email: walterjarvis@jfl-civil.com

Jarvis & Folsom, Inc
Certificate of Authorization No. 28456

Walter Jarvis, P.E.
Florida P.E. No.: 69101

PROJECT NO.: 09-001
SCALE: AS SHOWN
DATE: 2011
SHEET NO.: 2 OF 2

Exhibit F: Park and Ride Project

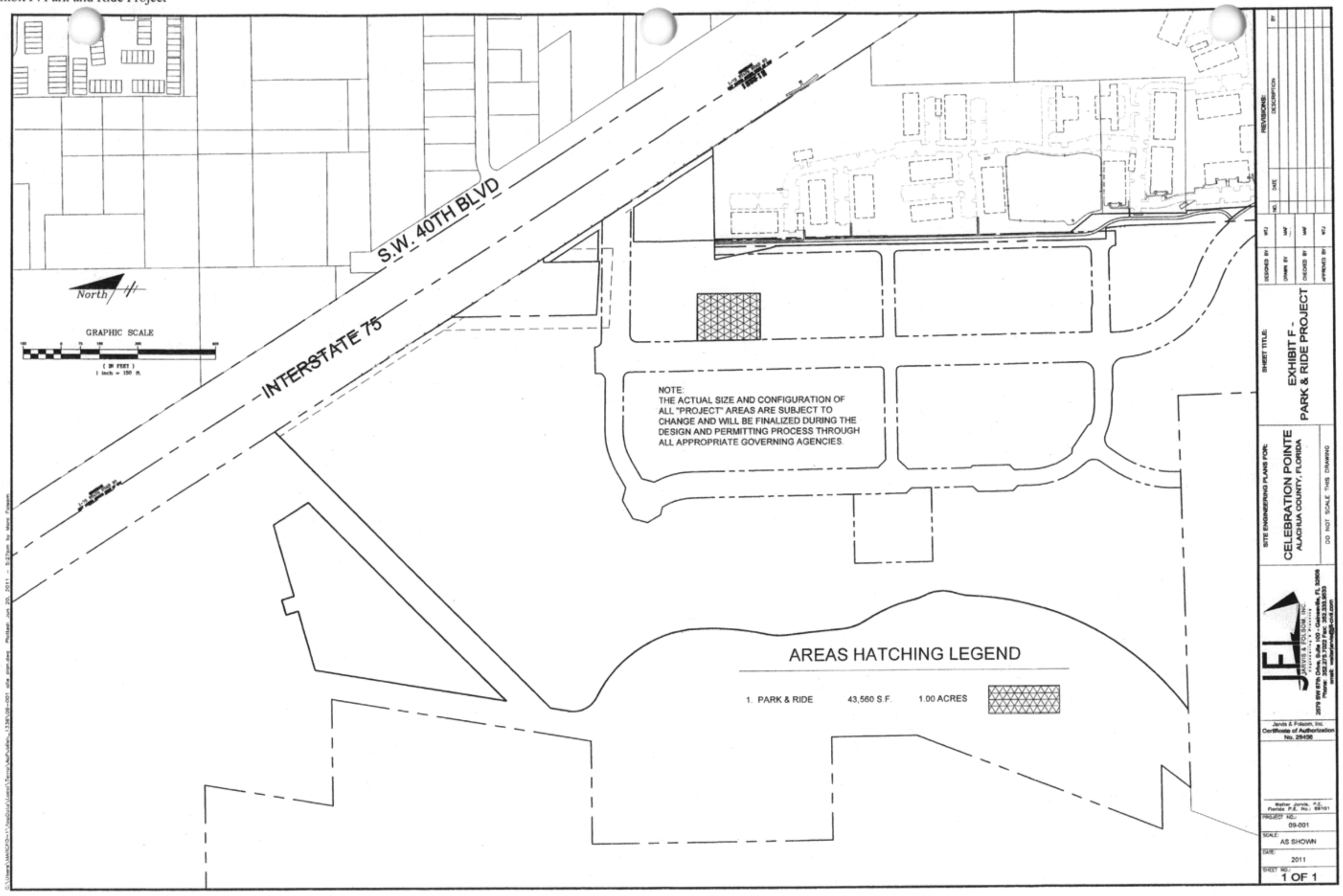


Exhibit F: 1 of 1

Exhibit G: Type 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.

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 than $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 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:

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, its 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 Ten (10) day notice of cancellation for non-payment of premium and a Thirty (30) day notice of cancellation/non-renewal for all other causes. 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.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

Exhibit H: Transportation Mitigation Credit and Development Reimbursement Example

The following is a theoretical example of how the Transportation Mitigation Credit and the Developer Reimbursement Amount would be determined. If the Transportation Mitigation Credit balance is positive, then the Developer is owed reimbursement per Section 7.04. If the Transportation Mitigation Credit is zero or negative, then the Developer owes Multi-Modal Transportation Mitigation per Section 3.02.

Transportation Mitigation Credit	Developer Reimbursement Amount
$3 Million Multi-Modal Transportation Mitigation (MMTM) Payment – Phase 1	$ - 3 Million Multi-Modal Transportation Mitigation (MMTM) Obligation – Phase 1
$250K MMTM Payment – Office Bldg	$ - 4 Million MMTM Obligation – Phase 2
$12 Million for Planning, Design & Construction of SW 30th Avenue	$ - 425k MMTM Obligation – Office Bldg
$1.5 Million Transit Service Payment	$ - 500k MMTM Obligation – Retail Bldg
$250k for right-of-way dedication	$ - 50k MMTM Obligation – Restaurant with drive-thru
	$ - 25k MMTM Obligation – Bank with drive-thru
	$ - 4 Million reimbursement from Southwest Transportation Mitigation Fund
	$ - 3 million reimburse from Capital and Reimbursement Account
Total: $17 Million Transportation Mitigation Credit	Total: $15 Million Developer Reimbursed Amount
Remaining Million Transportation Mitigation Credit Balance: $2 Million	

Alachua County Mobility Plan

Southwest District
Transportation Improvement Agreement

Jonathan B. Paul, AICP, MA[2]
Jeffery L. Hays

OVERVIEW

- Investment in Transportation Mobility
- Encourage Transit Oriented Development (TOD)
- Promotes Fiscal & Environmental Sustainability
- Incentive for economic development & job creation
- Creates a Public / Private Partnership
- Not a new tax, fee or developer giveaway

BOCC DIRECTION

On May 10th, 2011, the BOCC directed staff to negotiate an Agreement with Celebration Pointe Partners, LLC to address construction of transportation capacity projects and funding of transit operations in the Southwest Transportation Improvement District (TID).

BOCC DIRECTION

On July 12th, the BOCC directed staff to continue development of the Southwest District Transportation Improvement Agreement where the County pledges non-ad valorem revenues to partially fund multi-modal transportation within the District.

BOCC DIRECTION

On August 9th, the BOCC Directed staff to prepare a final Agreement for adoption at a future BOCC meeting with the following issues to be addressed:

- ✓ Evaluate the allocation of funding for transit service from the County & the Developer
- ✓ Add a demand analysis for Eastside Transit Service
- ✓ Evaluate park and ride operations and funding
- ✓ Allow for a transit circulator & flexibility in selecting a transit service provider

WHERE WE ARE

Staff has been cooperatively working with the Celebration Pointe team over the past year and we have a final Agreement that spells out the Developers and County's obligations and that has the concurrence of both parties.

SOUTHWEST DISTRICT



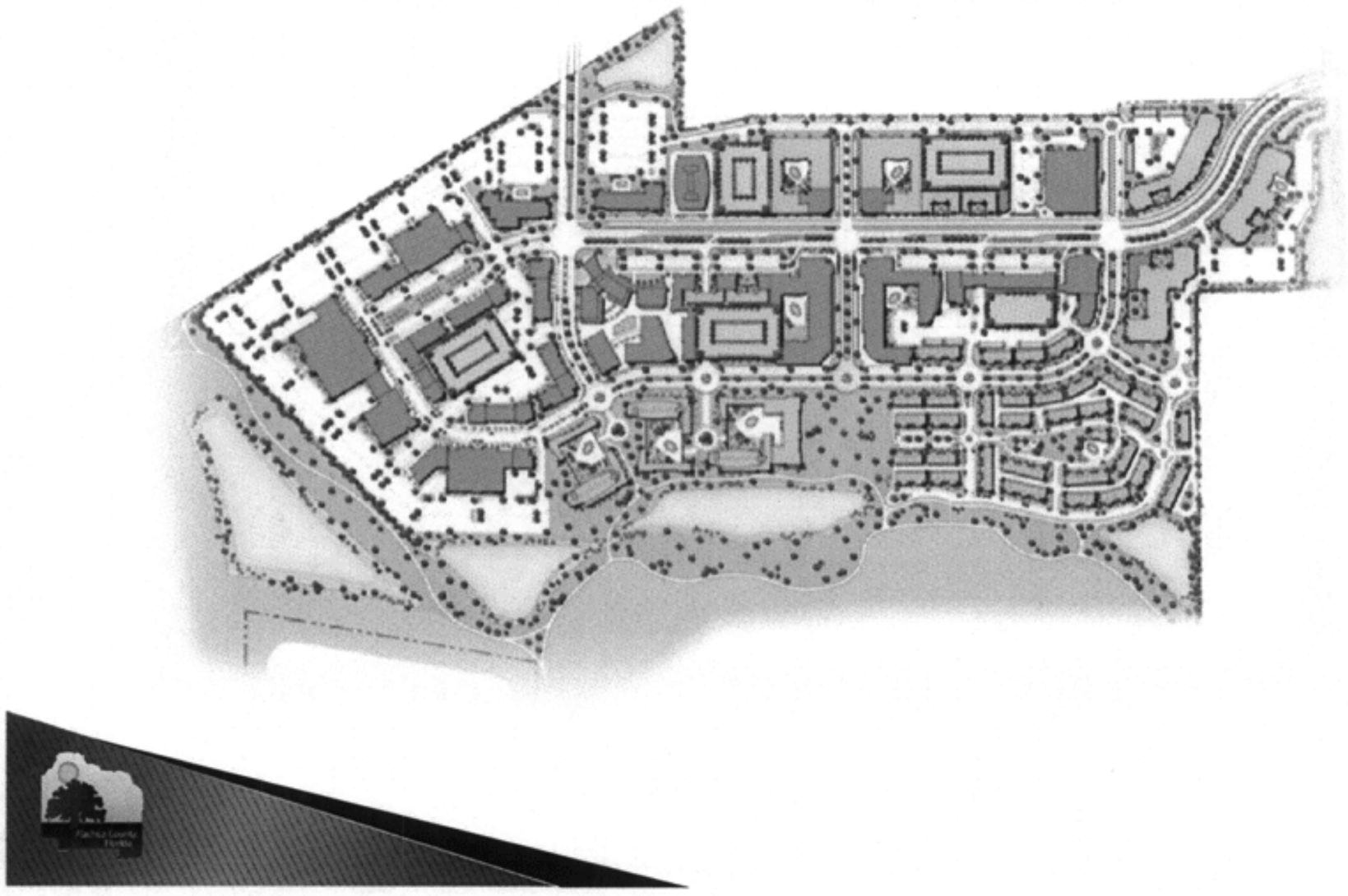
DEVELOPER OBLIGATIONS

- Build Transit Oriented Development
- Pay Multi-Modal Transportation Mitigation (MMTM)
- Fund transit - $4 Million
- Plan, Design and Construct the following:

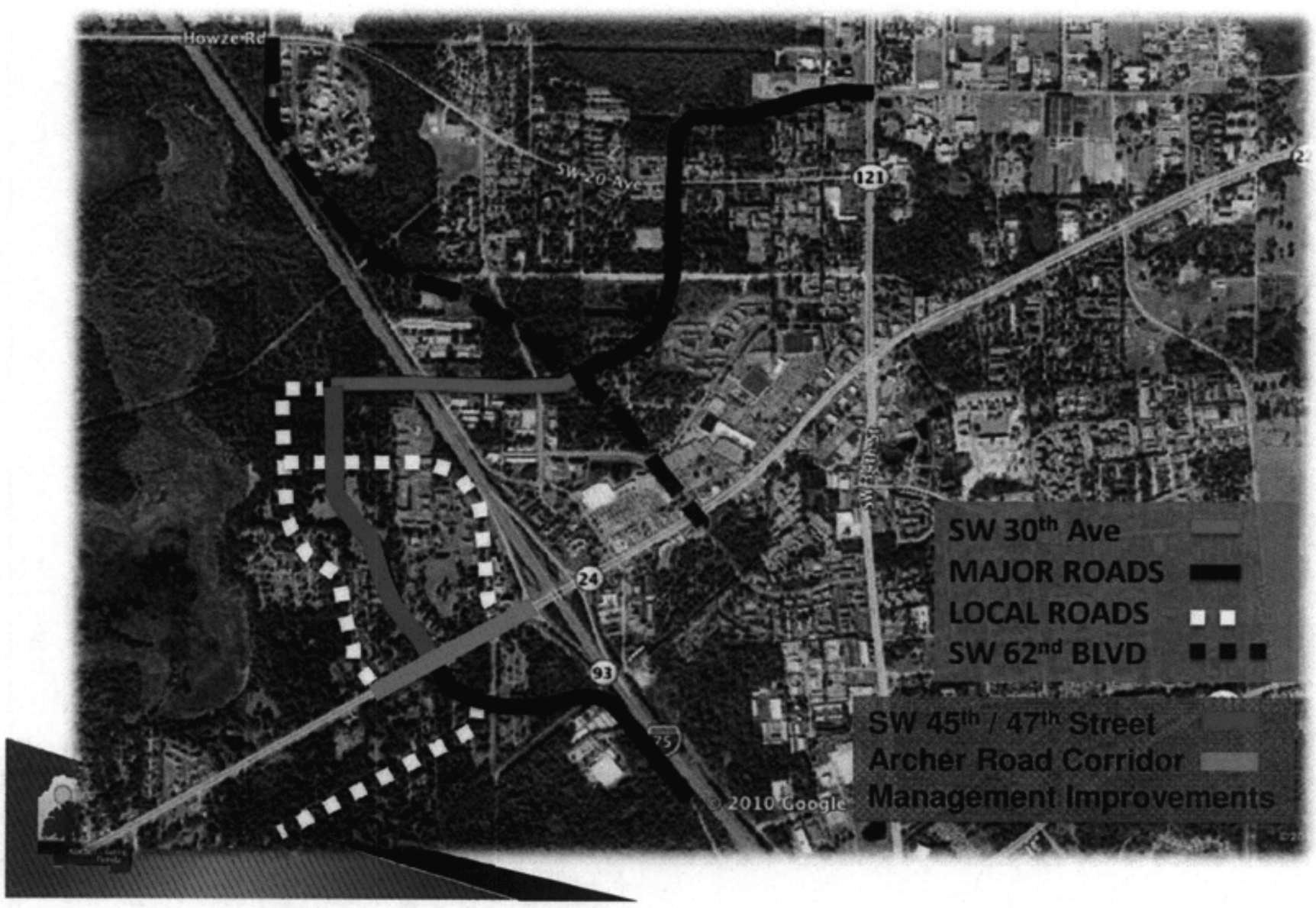
✓ SW 30th Avenue Multi-Modal Overpass
✓ Archer Braid Trail – Veterans Kanapaha Park to I-75
✓ Dedicated Transit Lanes from Archer Road to SW 30th
✓ SW 45th / 47th Street from Archer Road to SW 30th
✓ Archer Road Corridor Management Improvements
✓ Park & Ride Facility

<u>Developer reimbursed for expenditures above MMTM</u>

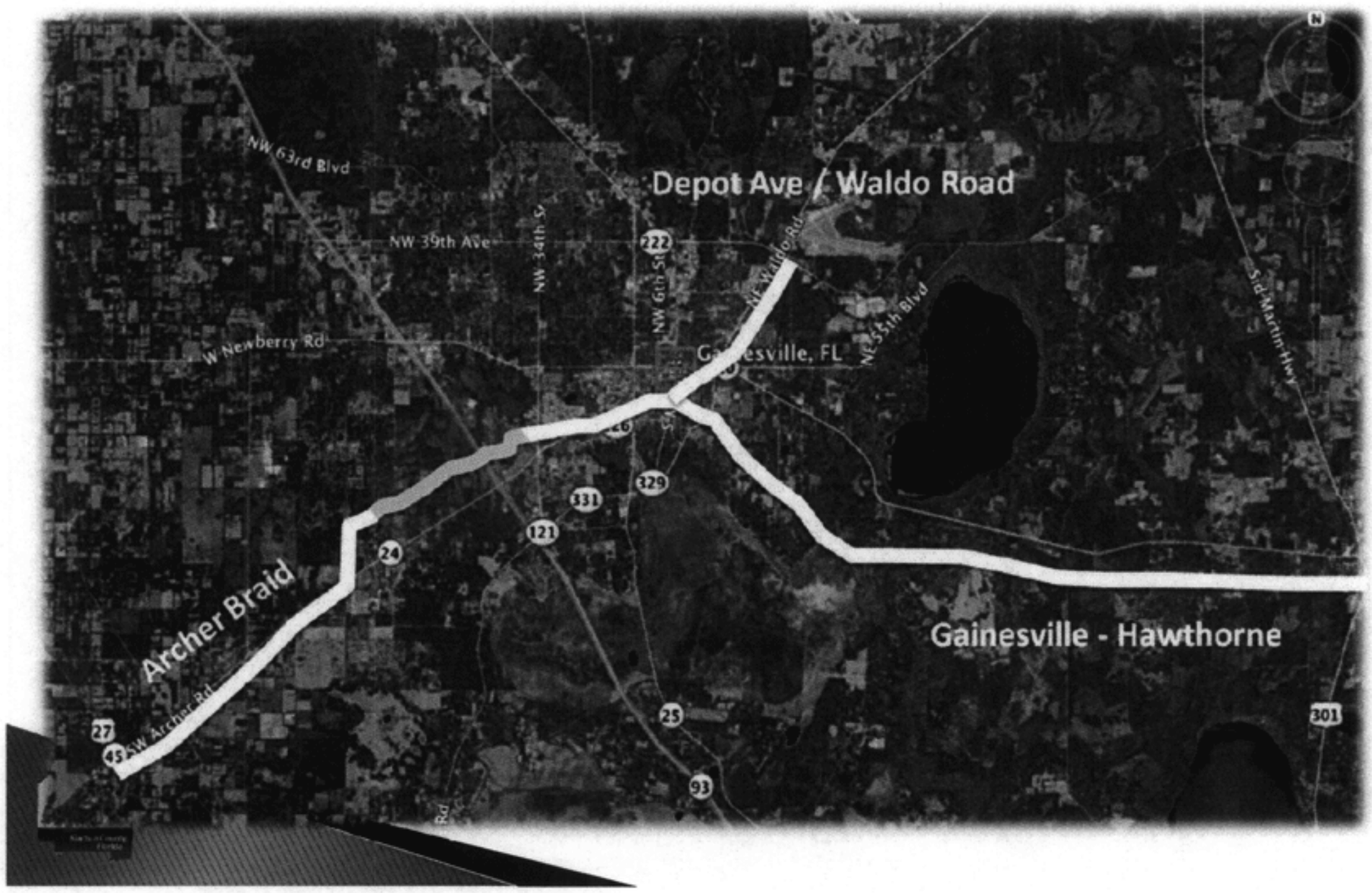
TRANSIT ORIENTED DEVELOPMENT



ROADWAY PROJECTS



ARCHER BRAID TRAIL



DEDICATED TRANSIT LANES + PARK & RIDE



COUNTY OBLIGATIONS

- Establish Southwest TID Fund
- Pledge Non-Ad Valorem Revenue to Fund TID
- Create MMTM Account & Pledge MMTM revenue
- Fund Transit Service
- Reimburse Developer beyond MMTM obligation from:

✓ Southwest TID Fund

✓ MMTM Account

- Purchase 4 Transit Vehicles
- Pay share of Maintenance Facility
- Assist with Right-of-Way & Permits

HOW IT WORKS – TID REVENUE

- Agreement from 2012 to 2035
- County pledges lawfully available non-ad valorem revenues capped by amount of tax increment
- Establish Base Year taxable values – 2012
- Revenue based on increase in taxable value
  - ✓ 30% of increase between 2012 – 2025
  - ✓ 25% of increase between 2026 – 2035
- Revenue based on % NOT fixed dollar amount
- County obligation is capped at % above

TRANSIT SERVICE

- Provided in 4 phases
- Frequency increases as density & intensity increase
- Thresholds linked to number of units
- Phase 1: (500 units) 15 min headways during peak hours only
- Phase 2: (650 units) 20 min peak hour & 40 min off-peak
- Phase 3: (1,500 units) 15 min peak hour & 30 min off-peak
- Phase 4: (2,200 units) 10 min peak hour & 20 min off-peak
- **Funding of phases contingent upon TID revenue**
- **Transit Service Cost – TID Transit Revenue = Developer Payment**
- **Developer likely to pay more initially**



TID FUNDING ALLOCATION

- 70% for capital and infrastructure
- 30% for transit service

EAST SIDE ALLOCATION

- Based on demand analysis conducted by County
- If demand, would commence Phase 3 & Phase 4
- Up to 25% of transit TID funds could be allocated

PARK & RIDE

- Access determined during Final Development Plans
- Request to charge beyond $2 – require BOCC action



TRANSIT FLEXIBILITY



STAFF RECOMMENDATION

Approve the Southwest District Transportation Improvement Agreement between Alachua County and Celebration Pointe Partners, LLC and authorize the Chair to sign the Agreement.

Project CIP Estimates Report - Grouped by: CIP Category, CIP Status

Alachua County Government *FY2012 Adopted & FY2013 Planned Budgets*

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
03 - Utility Savings Reinvestment Program (210)								
Adopted								
12USR01 - Electric Motor Replacement - Admin Building	180,000	102,000	78,000	0	0	0	0	0
13USR01 - Electric Motor Replacement -CCC, Health, Leveda B and Civil	206,000	0	0	206,000	0	0	0	0
15USR01 - Electric Motor Replacement - Wilson and Admin Annex	150,000	0	0	0	0	150,000	0	0
Adopted	**536,000**	**102,000**	**78,000**	**206,000**	**0**	**150,000**	**0**	**0**
Unfunded								
USRP01 - Electric Motor Replacement - Public Works	0	0	0	0	0	0	0	150,000
USRP02 - Electric Motor Replacement - Criminal Courthouse and ACSO HQ	0	0	0	0	0	0	0	150,000
Unfunded	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**300,000**
Jtility Savings Reinvestment Program (210)	**536,000**	**102,000**	**78,000**	**206,000**	**0**	**150,000**	**0**	**300,000**
Report Total	**536,000**	**102,000**	**78,000**	**206,000**	**0**	**150,000**	**0**	**300,000**

Alachua C[illegible]y Board of County Commissioners
Utility Savings Reinvestment Program Fund 210 Reconciliation
As of September 30, 2011

	FY10 Actual	FY11 Actual	FY12 Expected	FY13 Proposed Budget	FY14 Proposed Budget	FY15 Proposed Budget	FY16 Proposed Budget	Future Funding
Beginning Fund Balance	$ -	$ 76,130	$ 201,496	$ 117,180	$ 464	$ 129,748	$ 29,032	
Revenue								
Residual Equity Transfer (Rebate from FY09)	$ 40,000							
Rebates								
GRU		$ 3,215						
ACSO HQ Chiller/ Air Distr. Replacement		$ 2,357						
ACSO Jail Kitchen Renovation Phase I		$ 14,296						
Admin Bldg Power Line Control Installation			$ 6,400					
Countywide Relamping	$ 35,949							
Various HVAC (Split DX) Replacement			TBD					
Civil Courthouse HVAC Replacement					$ 40,000			
Transfer-In From General Fund								
Countywide Relamping (after utility budget cut)		$ 40,000	$ 40,000	$ 40,000	$ 40,000			
Jail Phase I Water Savings (after debt service)		$ 38,000	$ 38,000	$ 38,000	$ 38,000	$ 38,000	$ 38,000	
Sustainability Program Contribution		$ 26,615						
Admin Bldg Power Line Control Installation			$ 11,284	$ 11,284	$ 11,284	$ 11,284	$ 11,284	
Electric Motor Replacements			TBD	TBD	TBD	TBD	TBD	
Civil Courthouse HVAC Replacement				TBD	TBD	TBD	TBD	
Interest	$ 181	$ 883						
Total Revenue	**$ 76,130**	**$ 201,496**	**$ 297,180**	**$ 206,464**	**$ 129,748**	**$ 179,032**	**$ 78,316**	**$ -**
Expenditures *								
Electric Motor Replace - Admin Bldg			$ 180,000					
Electric Motor Replace - CCC, HD, Leveda, Civil CH				$ 206,000				
Electric Motor Replace - Wilson & Annex Bldg						$ 150,000		
Electric Motor Replace - Public Works								$ 150,000
Electric Motor Replace - Crim CH & ACSO HQ								$ 150,000
Total Expenditures	**$ -**	**$ -**	**$ 180,000**	**$ 206,000**	**$ -**	**$ 150,000**	**$ -**	**$ 300,000**
Ending Fund Balance	**$ 76,130**	**$ 201,496**	**$ 117,180**	**$ 464**	**$ 129,748**	**$ 29,032**	**$ 78,316**	

October 25, 2011 Regular BoCC Meeting
Agenda Item #10

Title
Amend FY12-FY16 Utility Savings Reinvestment Capital Improvement Program (CIP) to include electric motor replacements projects scheduled in FY13-FY16(Amended) (Amended)

Amount
N/A

Description
Request Approval to Amend FY12-FY16 Utility Savings Reinvestment Capital Improvement Program (CIP) to include electric motor replacement projects scheduled in FY13-FY16.

Recommendation
Approve amending the FY12-FY16 Utility Savings Reinvestment Capital Improvement Program (CIP) to include electric motor replacement projects scheduled in FY13-FY16

Alternative(s)
Do not approve and direct staff

Requested By
Charlie Jackson

Originating Department
Facilities

Attachment(s) Description
FY12-FY16 Amended Utility Savings Reinvestment Capital Improvement Program (CIP) and the Utility Savings Reinvestment Program (USRP) Reconciliation

Documents Requiring Action
FY12-FY16 Amended Utility Savings Reinvestment Capital Improvement Program

Executive Summary
This project involves the energy auditing, motor inventory, load testing, right sizing of motors and replacement of old inefficient motors in County buildings. Also included in these projects is the replacement of components associated with the function of the motors including, drives, belts, bearings, shelves etc. The actual project cost and estimated savings will be determined during Phase I by the designing Engineer.

Background
In 2009, County Facilities conducted a Facility Condition Inspection (FCI) and noted a host of mechanical components that have exceeded their life expectancy. The impact of an efficient and fully functional motor is critical to the day-to-day operations. Many major components, i.e. chillers, cooling towers, boilers, and compressors have already been replaced leaving the replacement of the electric motors and associated components as the next phase of replacements. Also during the FCI, County staff identified a host of old and inefficient motors needing replacement, particularly in many of our older buildings. For example, the County's Administration Building was constructed in 1958 and many of the mechanical components, including the air handlers, motors, drives, frames and sheaves are original. These items are old, inefficient and unreliable. There are approximately 27 motors of

various sizes ranging from 25 horsepower down to a host of smaller fractional motors and if not replaced, could go down causing interruptions in operations. Benefits of replacing the motors are as follows: Allows staff to replace old and inefficient motors with new reliable and higher efficiency motors, and right size motors to applications Enables staff to correct old and bad engineering practices of designing facilities with oversized motors Replaces old motors with adjustable speed drives supporting fans and pumps Allows motors to slow down and consume only what's needed by installing variable frequent drives on motors Additionally, accurate inventorying enables the County to perform bulk purchases as well as benefiting from perhaps standardizing electric motors in County buildings. Motor reliability and testing are two key components that make a significant contribution to a motor management system. Motor reliability reduces downtime, lower consumption cost as well as maintenance and repair cost. The implementation of a County-wide Motor Replacement system will assist with restoring the mechanical components to conditions that they can be maintained with existing maintenance staff. At the County Commission meeting on February 23, 2010, the Board directed staff to develop a process and a separate financial account into which utility savings from conservation and efficiency enhancements to County facilities are sequestered. These funds will be considered for reinvestment in conservation enhancements through each year's capital improvements program. In order to achieve these replacements in the most time and cost effective manner, staff has developed a motor management system that could use the Utility Savings Reinvestment Program (USRP) as a funding source. During the September 07, 2010 Board Meeting staff presented to the Board a list energy saving projects; the Board approved of the Motor Replacement Project as priority one to be funded with USRP funds. This project will be performed in two phases. Phase I will include a survey and inventory log to identify each motor specifically, i.e. location, room number, closet number, etc; testing/analysis of all motors' conditions; an energy efficiency report with recommendations; a Motor Capital Planning Strategy detailing energy saving strategies; a simple payback analysis and ROI; and operations and maintenance improvement opportunities will be documented. In addition, an assessment of Life Cycle Costing will be done and a Cost Analysis report produced showing recommendations. At the completion of Phase I a projected reduction in consumption can be determined. The Utility Savings Reinvestment Program (USRP) shall redirect cost savings from utility conservation, efficiency and renewable energy enhancements to implement additional utility savings projects for County facilities. Utility savings will supplement, not supplant, County capital and capital preservation projects that result in utility savings. USRP projects will coordinate with the CCIP budget cycle and annual review with a prioritized project allocation plan.

Issues

New equipment and retrofits are not individually metered. Estimated savings will be provided based on an Engineer's calculation using the consumption differences in the components, historical consumption/usage information and a set of known parameters established during Phase I of each project as shown on the attached USRP CIP. During Phase I of each project a determination of applicable energy rebates will be established. Despite implementing energy saving efforts, there are many outside influences such as climatic conditions (record setting heating/cooling), addition of staff and equipment, changes in the hours of operation, personal behavior, increases in rate structures, etc. These outside influences will change the actual energy usage/savings within a given building.

Fiscal Recommendation

Approve the amended FY12-FY16 USRP CIP

Fiscal Alternative(s)

Do not approve

Funding Sources

Utility Savings Reinvestment Program

Account Code(s)

Fund 210 - Various

Attachment: Fund 210 Reconciliation as of Sept 30 2011.pdf
Attachment: FY12 USRP 5 YR CIP.pdf

County Manager's Report October 25, 2011

1. **December retreat for the BoCC -- original date proposed was Friday, December 9th, 2011**

NACOGDOCHES POWER, LLC

MEMORANDUM

To: Ed Regan, Gainesville Regional Utilities

From: Josh Levine

Date: September 26, 2008

RE: Issues with Termination for Convenience Clause within GREC/GRU PPA

At the request of Gainesville Regional Utilities (GRU), we have included a Termination for Convenience Clause (Section 29) within the PPA between GRU and Gainesville Renewable Energy Center, LLC (GREC). From our ongoing discussions, you stated that this clause was requested by one or more Gainesville City Commissioners.

During our meeting in Boston on September 8, 2008, you stated that the Termination Fee (Development Expenses plus a Development Fee of $32 million) within this clause was expensive. Our response to your concern was such a Termination for Convenience Clause was highly unusual and could jeopardize the project, but we are willing to consider the addition of a clause like this within the PPA if the Termination Fee was of a level which strongly discourages GRU from exercising it. You have requested that we provide you with some additional information on why the addition of this clause causes Nacogdoches Power and its potential investors and lenders an issue.

- The inclusion of a Termination for Convenience Clause allows GRU the ability to cancel the contract at any point between the Effective Date (the signing of the PPA) and the Construction Commencement Date. Between the Effective Date and the Construction Commencement Date, we will be investing a significant amount of our capital and resources into this project. If the Termination Fee was not significant enough to strongly discourage GRU from exercising this option, we could potential spend almost two years and a significant amount of capital developing this project simply to have GRU cancel it shortly before the Construction Commencement Date. While we would receive reimbursement for the development expenses we would have spent if GRU exercised this option, the more significant cost would be the opportunity cost associated with the equity value created through our development of a different biomass energy facility that we would own and operate. The Development Fee mentioned above captures the lost development fee that we would receive plus some of this opportunity cost. However, from Nacogdoches Power's standpoint, this would not cover the complete opportunity cost.
- Having a Termination for Convenience Clause in the PPA causes us difficulties as we move through the development process and seek project financing for the facility as well as negotiate

contracts for the supply of major equipment for the Facility, contracts for the construction of the Facility and fuel contracts.

- Having a secure PPA is a very important step in providing the Project with the credibility necessary to seek and obtain project financing and the necessary contracts with equipment and construction vendors. As we are experiencing with our TX facility, it is very much a "seller's market" when it comes to negotiating equipment and construction for facilities of this type. There is high global demand for these products and services and the vendors can afford to be choosey and exert significant influence on the terms that they agree to work under.
- With the current state of the credit markets, the only projects that are getting considered for financing are those projects which have significant credibility and relatively low risk.
- The addition of a clause like the one proposed in Section 29 weakens the credibility and negotiating value of the PPA. As the contracts for equipment, construction and fuel supply need to be negotiated months and in some cases years before the start of construction, counterparties are going to be reluctant to invest the time, effort and significant financial resources necessary to prepare bids and negotiate with us if there is a possibility that the project can be terminated for any reason, or even for no reason, by GRU.
- This would be the exact same case for the credit markets where financial advisers and potential lenders would be hesitant to invest the time and money necessary to understand this project to the point of being able to commit capital to it. Financial advisors and banks only make money if the project reaches financial closing and moves forward. GRU having an unfettered right to terminate the contract creates a significant level of uncertainty around the project. These concerns of being able to fully engage the credit markets are especially heightened given the current state of the global credit market.

In addition to the points raised above, I thought it would also be helpful if we explained why we believe that the inclusion of a Termination for Convenience Clause is not necessary within this PPA.

- First, there is limited risk to GRU in the instance where the Facility is never completed. If GREC fails to begin construction or to finish construction of the Facility, Section 16 (Schedule Guarantees and Liquidated Damages) clearly lays out remedies where GRU can begin drawing down the Performance Guarantees.
- Second, there is no risk to GRU in the instance where the Facility costs more than we anticipate it will. The cost overrun risk lies squarely with GREC. GRU's rates under the PPA will not change if the costs go up or there are overruns.

Alachua County eAgenda

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

October 25, 2011 Regular BoCC Meeting
Agenda Item #12

Title
Closing Comments from the Public (Amended)

Amount
N/A

Description
Closing Comments from the Public

Recommendation
Hear Closing Comments from the Public

Alternative(s)
N/A

Requested By
Randall H. Reid

Originating Department
County Manager

Attachment(s) Description
N/A

Documents Requiring Action
N/A

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

Alachua Festivities

Main Street Alachua — Fall & Holiday Events

Oct. 8th Saturday	Haunted House (old police station)	6:30 -10 pm
15th Saturday	" "	"
22nd Saturday	" "	"
28th Friday	Shop, Dine & Stroll	6 – 9 pm
31st Monday	Trick or Treat on Main Street	6 – 8 pm
Nov. 6th Sunday	Harvest Festival	11 – 5 pm
18th Friday	Shop, Dine & Stroll	6 – 9 pm
25th & 26th	Garden Gallery Thanksgiving Sale	10:30-6pm
Dec. 2nd Friday	Tree Lighting (City Hall)	6 pm
	Santa in Old Theatre Park on Main	6:30 – 8 pm
3rd Saturday	Breakfast with Santa Lil Sprouts	10:30 am
9th Friday	Shop, Dine & Stroll * Caroling *	6 – 9 pm
	Santa at Meyers White House	6 – 9 pm
10th Saturday	Christmas Parade	1 pm
16th Friday	Shop, Dine & Stroll * Caroling *	6 - 9 pm
	Santa at Meyers White House	6 – 9 pm

October 25, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Removal of Uncollectible Accounts from the Financial Statements. (Amended)

Amount
$1,354,565.04

Description
Request Adoption of Resolution Authorizing the Removal of Uncollectible Accounts from the Financial Statements.

Recommendation
Adopt the Resolution and Authorize the Removal of Uncollectible Accounts from the Financial Statements.

Alternative(s)
N/A

Requested By
Roseann Gilmore, 374-3605, Ext2519

Originating Department
Todd Hutchison, Finance & Accounting

Attachment(s) Description
Resolution, Write Off Detail, and copy of Clerk's EMS Write-Down approval.

Documents Requiring Action
Adopt the resolution and authorize the write down.

Executive Summary
The resolution authorizes removal of certain accounts receivable balances that have been deemed as uncollectible. Although these balances will be removed from the County's books in accordance with Generally Accepted Accounting Principles, the debt has not been extinguished and we will still pursue and accept payments on these accounts.

Background
The County's independent auditors have recommended that we remove uncollectible accounts from the general ledger (the books) on an annual basis. Each year an estimated amount of bad debt is charged as an expenditure. The amount is shown on the County's balance sheet as a reduction in the Accounts Receivable balance. We are proposing the removal of uncollectible accounts in the General Fund and HazMat Fund. The net result of this action is as attached "Writeoff Detail 102511.pdf" file.

Issues
The total write down to be approved by the Board of County Commissioners is $1,344,753.68. These uncollectible accounts are for Ambulance Services, Hazardous Materials, and NSF checks billed during the period July 22, 2004 through August 25, 2011. The aforementioned items have been sent to a collection agency. At the Board meeting on September 23, 1997, the Board of County Commissioners formally adopted a Comprehensive Collection Policy. This policy authorizes the Clerk to write down the accounts receivable for Medicare/Medicaid compliance, Myers, Baker, Marchman Act compliance, and small dollar (less than $5) amounts. The Clerk has authorized a write down of $9,811.36 for the aforementioned items. These uncollectible accounts are

for ambulance services, during the period of September 22, 2007 through August 2, 2011. In accordance with Generally Accepted Accounting Principles, the debt has not been extinguished and we will still pursue and accept payments on these accounts.

Fiscal Recommendation
The Ambulance accounts have allowances for uncollectibles set up. All the accounts receivable accounts and corresponding allowance for remove accounts will be written down by a total amount of $1,354,565.04. A breakdown of this amount by fund is provided in the attachment. Ambulance Fund (001), Hazardous Materials Fund (178), and Outstanding NSF Check Funds (001).

Fiscal Alternative(s)
N/A

Funding Sources
AF-001, HM-178, NSF-001

Account Code(s)
Various

Attachment: WriteoffDetail102511.pdf
Attachment: WriteOff_Resolution.pdf
Attachment: Clerk_Authorization_Letter.pdf

RESOLUTION 11-124

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, DECLARING CERTAIN DELINQUENT ACCOUNTS RECEIVABLE FROM JULY 22, 2004 THROUGH AUGUST 25, 2011, AS UNCOLLECTIBLE IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County, a charter county and political subdivision of the State of Florida, is engaged in the operation of an ambulance service furnishing emergency medical services, to persons located in Alachua County, Florida. The County also sells licenses and permits for various regulated activities in the County, and provides a computer purchase program for employees.

WHEREAS, Alachua County is unable to collect from some of the recipients of services, licenses and permits the fees established in accordance with law, despite the County's diligent efforts to collect these delinquent accounts receivables; and,

WHEREAS, the Clerk of the Circuit Court, in and for Alachua County, Florida, has requested that the Board of County Commissioners, in accordance with generally accepted accounting principles, declare certain accounts receivables from July 22, 2004 through August 25, 2011, as uncollectible for the purpose of writing off these accounts receivable against the Estimate for Uncollectible Accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the delinquent accounts receivable that have been recorded in the financial records of Alachua County from July 22, 2004 through August 25, 2011, up to the amount of $1,344,753.68 are hereby declared uncollectible for the purpose of writing off these accounts receivable against the Estimate for Uncollectible accounts in the financial records of Alachua County. In addition, pursuant to the Board's Comprehensive Collection Policy, the Clerk may authorize write-downs for Medicare/Medicaid compliance, Baker, and Marchman Act compliance, and small dollar (less than $5.00) amounts. Accordingly, the Clerk has authorized a write down of $9,811.36 for receivables for the period of September 22, 2007 through August 2, 2011. The reason

for this declaration is the inability of Alachua County to collect these accounts receivable despite its diligent efforts to do so.

2. That the above declaration has been made solely to enable the Clerk of the Circuit Court to carry out his duties in accordance with Generally Accepted Accounting Principles. Alachua County does not waive any rights it may have to collect any of the above-referenced accounts receivable.

3. That the detailed lists of all outstanding accounts receivables for the period of July 22, 2004 through August 25, 2011, are on file with the Finance and Accounting Department of the Clerk of the Circuit Court. Summaries of the balances are attached to this resolution as Exhibit "A" are hereby incorporated by reference and made a part hereof.

4. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 25th day of October A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

~~J.K.~~, ~~Clerk~~
J.K. IRBY, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

EXHIBIT "A"

BOARD AUTHORIZED WRITE DOWN

	Description	Dates of Service	Amount
EMS	Bankruptcy Discharged	02/11/10 - 05/18/10	$180.00
EMS	Bankruptcy Filed	01/25/07 - 06/03/10	$470.17
EMS	Conserve Acct W/ 23% Coll Fee	12/3/2005	$78.40
EMS	Conserve W/Fee Payment Plan	12/30/2004	$16.00
EMS	Deceased-No Payment Expected	02/22/05 - 07/29/11	$88,304.55
EMS	HMO Balance/Billing Dispute	01/13/11 - 05/19/11	$1,059.69
EMS	Indigent/Homeless	05/11/07 - 08/25/11	$105,639.21
EMS	M'Care/Caid File Limit Exp/Err	01/01/10 - 02/18/11	$5,700.52
EMS	MSB Account	07/22/04 - 12/23/10	$1,043,242.17
EMS	MSB-Payment Plan	08/04/08 - 06/17/10	$2,528.46
EMS	Probate Claim Filed	02/25/10 - 06/14/10	$798.75
EMS	Small Balance-Less Than $25.00	9/30/2007	$13.77
EMS	Unidentified Patient-Inc Info	11/17/07 - 08/20/11	$30,902.33
EMS	WC/Balance Due	7/6/2009	$81.75
EMS	Write-Off/Alachua County	12/15/06 - 07/19/11	$358.87
EMS	Write-Off/Administrative	05/09/06 - 01/09/08	$344.92
EMS	Write-Off/Before Booking	09/25/06 - 03/26/11	$12,873.71
EMS	Write-Off/Billing Error	04/26/09 - 07/06/09	$361.00
EMS	Write-Off/Caid Limit Exp	07/25/07 - 07/03/10	$14,443.63
EMS	Write-Off/Medicare HMO Work/Exp	05/13/08 - 02/14/10	$10,147.25
EMS	Write-Off/Medicare Limit Exp	02/16/08 - 07/18/10	$13,545.13
EMS	Write-Off/Minor…No Guarantor	05/12/07 - 08/17/08	$4,590.00
EMS	Write-Off/Operations Error	05/26/07 - 05/22/10	$2,264.00
General Fund	Outstanding Returned checks	08/01/09 - 09/29/09	$132.00
HazMat Fund	Write-Off/Hazardous Materials	FY11	$6,677.40
Total Board Authorized Write Down			**$1,344,753.68**

CLERK AUTHORIZED WRITE DOWN

	Description	Dates of Service	Amount
BAKR	Baker Act	09/22/07 - 08/02/11	$9,268.29
MARC	Marchman Act	7/24/2011	$489.00
SB	Small Balance-Less Than $5.00	12/11/08 - 07/04/11	$54.07
Total Clerk Authorized Write Down			**$9,811.36**

Total Board and Clerk Authorized Write Down	**$1,354,565.04**

CLERK OF THE CIRCUIT COURT
c/o Finance and Accounting
201 East University Avenue
Gainesville FL 32601

J.K. IRBY
CLERK

TELEPHONE
(352) 374-3605

MEMORANDUM

To: J.K. Irby
Clerk of the Circuit Court

From: Todd Hutchison
Assistant Clerk/Finance Director

Re: Clerk Authorization for EMS Write-Down

Date: October 12, 2011

At the Board meeting on September 23, 1997, the Board of County Commissioners formally adopted a Comprehensive Collection Policy. This policy authorizes the Clerk to write down the accounts receivable for Medicare/Medicaid compliance, Myers, Baker, and Marchman Act compliance, and small dollar (less than $5.00) amounts. Pursuant to the aforementioned policy, the following is a listing of account balances awaiting authorization for write down:

Description	Write-Down Amount
EMS	
Baker Act	$9,268.29
Marchman Act	$489.00
Small Balance (less than $5.00)	$54.07
Total to be Authorized for Write-Down	**$9,811.36**

The above authorization will have the following effect on the EMS receivable balance:

Fund	As of 9/30/10 Audit	As of 09/30/11 (HTE)	After Write-Down	Write-Down Amount
EMS				
Accounts Receivable	$4,488,898.58	$5,071,026.34	$5,061,214.98	**$9,811.36**
Less Allowance for Uncollectible Accounts	-$3,628,922.88	-$4,537,535.09	-$4,527,723.73	
Net Accounts Receivable	$859,975.70	$533,491.25	$533,491.25	

These uncollectible accounts are for ambulance services during the period of September 22, 2007 through August 2, 2011.

Although these accounts are removed from the County's books pursuant to Generally Accepted Accounting Principles, the debt has not been extinguished and we will still be able to accept payment.

I have attached a listing of EMS printouts and dates of service for your reference. Please sign below to authorize the above-described write-down of Medicare/Medicaid compliance, Myers, Baker, and Marchman Act compliance, and small dollar (less than $5.00) amounts. Please feel free to call me if you have any questions or if I can be of any further assistance.

Authorized By: _____ J.K. Irby

Oct 12, 2011
Date

Attachment

NTH/erl

October 25, 2011 Regular BoCC Meeting
Agenda Item #15

Title
Request to Advertise Public Hearing to Amend FY12 Budget Related to Carry Forwards and Reappropriations

Amount
N/A

Description
Request to Advertise Public Hearing to Amend FY12 Budget Related to Carry Forwards and Reappropriations

Recommendation
Authorize the advertisement of a public hearing to be held November 8, 2011, to amend FY12 budget.

Alternative(s)
Do not authorize the advertisement of public hearing.

Requested By
Suzanne Gable

Originating Department
Office of Management and Budget

Attachment(s) Description
None

Documents Requiring Action
None

Executive Summary
The Office of Management and Budget is requesting to advertise a public hearing to amend the FY12 budget to carry forward prior year encumbrances and reappropriate fund balances.

Background
Chapter 129 of the Florida Statutes and Alachua County Financial Policies provide for the amendment of the County budget after the start of the fiscal year. The FY12 budget will be amended for actual encumbrance amounts to be carried forward and Special Revenue/Capital Project Fund reappropriations as calculated during the FY11 year end process.

Issues
Pursuant to Chapter 129 of the Florida Statutes, a public hearing is required to amend the budgeted fund balances.

Fiscal Recommendation
Appropriations and related sources will be amended for the requested budget changes.

Fiscal Alternative(s)
Appropriations and related sources will not be adjusted for the requested buget changes.

Funding Sources
Various

Account Code(s)
Various

...th Annual Shop - Dine - Stroll 6-9 p.m.

Oct. 28, Halloween
"Come see Scare Crow Row"
Carriage Rides,
Music in Theater Park

Nov. 18, Thanksgiving
"Time for Thanks Time for Giving"
Lights are in the Trees;
Carriage Rides, Music in Theater Park

Dec. 9 & 16
Christmas Holidays
"The Christmas Spirit" Lights are in the Trees, Caroling, Carriage Rides, Music and Santa

Music in the Park
Carriage Rides
Drawings Each Week



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October 25, 2011 Regular BoCC Meeting
Agenda Item #16

Title
Report of Grants and Contracts Signed By County Manager or Staff (Amended)

Amount
N/A

Description
Request Acceptance of the Report of grants and contracts signed by the County Manager or Staff for the month of August, 2011

Recommendation
Accept the report and include a copy of the agreements in the minutes of the Board of County Commissioners.

Alternative(s)
Do not accept the report and provide direction

Requested By
John D. Johnson - 338-7392

Originating Department
County Manager - Office of Management and Budget

Attachment(s) Description
Report of Contracts signed by the County Manager and Staff during August of 2011

Documents Requiring Action
Report of Contracts signed by the County Manager and Staff during August of 2011

Executive Summary
Report of Contracts signed by County Manager and County Staff for August 2011 as required by guidelines adopted by the Board of County Commissioners. Copies of the agreements to be included in the Board's minutes.

Background
At their regular meeting on December 12, 2000 the Board of County Commissioners adopted guidelines governing signature authority for contracts that could be signed by the County Manager and County Staff and provided that a copy of any such contracts be included in the Board's minutes. Originals of contracts are maintained by the Office of Management and Budget

Issues
Whether to include a copy of the contracts in the Board's Agenda. Not doing so would require revision of the Board's Guidelines. Whether to take any additional action on any of the included contracts.

Fiscal Recommendation
Accept the Report. Revenues and expenses for the contracts reported are included in the FY budget for the affected departments.

Fiscal Alternative(s)
NA

Funding Sources
Various

Account Code(s)
Various

Attachment: County Manager Contracts Signed August 2011.pdf

CONTR IGNED BY COUNTY MANAGER OR STAFF AUG 11

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
5838	THOMPSON, SIZEMORE AND GONZALEZ, PA	RATE BASED	Seventh Amendment to Agreement for Legal Services	County Attorney		
6763	LOWE'S CLEANING SERVICES, INC	($31,742.64)	Sixth Amendment to Agreement for Janitorial Services	Administrative Services/Facilities		
6978	WOOD RESOURCE RECOVERY	RATE BASED	SECOND AMENDMENT TO AGREEMENT FOR PROCESSING AND SCREENING OF VEGETATIVE WOOD WASTE	10/30/2011	Public Works/Solid Waste	
7098	GILA CORPORATION; dba MUNICIPAL SERVICES BUREAU	RATE BASED	FIRST AMENDMENT TO AGREEMENT FOR DEBT COLLECTION SERVICES FOR FIRE/RESCUE AMBULANCE BILLING	8/16/2011	Fire/Rescue	22% of gross collections
7140	CITY OF GAINESVILLE	$588,960.00	LETTER REQUESTING RETURN OF SURPLUS TRAFFIC MANAGEMENT SYSTEM FUNDS	10/29/2011	Public Works/Transportation	
7310	CCI CABOT CONSTRUCTION	$39,933.51	CHANGE ORDER #1 TO TASK #12 FOR JAIL KITCHEN REMODEL	8/2/2011	Administrative Management/Facilities Management	Deductive change order for direct owner purchasing of equipment - New total for Task is $58,629.49
7329	ST JOHNS RIVER WATER MANAGEMENT DISTRICT	($15,560.00)	CHANGE ORDER #1 TO THE WATER CONSERVATION COST SHARE AGREEMENT	8/2/2011	ENVIRONMENTAL PROTECTION	
7406	WHITE SYSTEMS, INC	($1,825.00)	PREVENTATIVE MAINTENANCE AGREEMENT FOR POWER FILE	10/29/2011	Administrative Management/Risk Management	
7482	CASSEAUX, HEWETT & WALPOLE, INC	($7,526.00)	First Amendment to Agreement to provide Surveying Services	Public Works/Real Property	Relating to SW 62nd Avenue and SW 63rd Blvd - from Archer Rd to Williston Rd	
7655	BI INCORPORATED	($6,209.83)	EXTENDED WARRANT AND SUPPORT FOR EQUIPMENT FOR TRACKING PROBATION AND WORK RELEASE CLIENTS	8/2/2011	Court Services	
7656	CDS FAMILY & BEHAVIORAL HEALTH SERVICES AGREEMENT	NA	AGREEMENT TO PROVIDE TRAINING FOR FOSTER GRANDPARENTS PROGRAM	8/2/2011	Community Support Services/Foster Grandparents Program	
7657	CITY OF GAINESVILLE	NA	AGREEMENT FOR PROVISION OF E-911 EMERGENCY ADDRESSING SERVICES	8/2/2011	Fire/Rescue	
7665	SCHAEDEL, KAREN, DVM	($50,000.00)	AGREEMENT FOR VETERINARY SERVICES	8/10/2011	Public Works/Animal Services	Amount is "not to exceed"
7669	ACCESS FLORIDA	NA	COMMUNITY PARTNER NETWORK AGREEMENT	8/16/2011	Court Services	
7670	RELIANCE CUSTOM COACH LTD	($1,590.00)	CHARTER COACH AGREEMENT	8/16/2011	Community Support Services/Foster Grandparents Program	Transport to training in Jacksonville
7671	PETCO FOUNDATION	$20,000.00	GRANT APPLICATION FOR FUNDING TO OFFSET COST OF SEIZED ANIMALS	8/21/2011	Public Works/Animal Services	Amount is the requested funding amount. Has not yet been awarded
7672	AMERICAN REGISTRY FOR INTERNET NUMBERS	($1,250.00)	SERVICE AGREEMENT TO PROVIDE IP ADDRESS NUMBERS	8/21/2011	Information and Telecommunications Services	
7674	EXIT REALITY PRODUCERS	($10,800.00)	LEASE AGREEMENT FOR THE METAMORPHOSIS TRANSITIONAL HOUSING	8/26/2011	COURT SERVICES	Apartment located at 4345 SW 20th Lane

20

CONTI IGNED BY COUNTY MANAGER OR STAFF AUG 011

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7675	EXIT REALITY PRODUCERS	($10,800.00)	LEASE AGREEMENT FOR THE METAMORPHOSIS TRANSITIONAL HOUSING	8/26/2011	Court Services	Apartment located at 4515 SW 20th Lane
7679	FIRST BAPTIST CHURCH OF ALACHUA, INC	NA	LICENSE AGREEMENT FOR A TRAINING BURN	8/30/2011	Fire/Rescue	Property located at 14005 NW 146th Avenue
7680	TRIPLETT FAMILY LLC	NA	LICENSE AGREEMENT FOR A TRAINING BURN	8/30/2011	Fire/Rescue	Property located in Lake Alto Farms
NA	GATELESS GATE ZEN CENTER	NA	MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SUPPORT PROGRAM	7/15/2011	Court Services	Rcd August 2
NA	UNIVERSITY OF FLORIDA, DEPT OF MATHEMATICS	NA	MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SUPPORT PROGRAM	8/6/2011	Court Services	
NA	FIRST LUTHERAN CHURCH	NA	MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SUPPORT PROGRAM	8/6/2011	Court Services	
NA	WINDSOR BAPTIST CHURCH	NA	MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SUPPORT PROGRAM	8/12/2011	Court Services	
NA	GAINESVILLE JUNIORS VOLLEYBALL CLUB	NA	MEMORANDUM OF UNDERSTANDING AND SUBSCRIPTION AGREEMENT FOR ECIVIS GRANTS NAVIGATOR	8/3/2011	Office of Management and Budget	

#7482

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

September 8, 2011

MEMORANDUM

To: Ken Fair
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 31, 2011 & Received in Contracts September 1, 2011**

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.

CAUSSEAUX, HEWETT & WALPOLE, INC.

First Amendment to the Agreement for Professional Surveying Services (SW 62nd Ave & SW 63rd Blvd from Archer Road to Williston Road)
Term: January 4, 2011 - September 30, 2011
Amount: $7,526.00 Not to Exceed **Account: 350-7916-541.63-63**

Please forward the document to the vendor and keep a copy for your file. Encumbrance needs approval in HTE. Thank you for your assistance.

cc: Finance & Accounting
Purchasing
File

JDJ/amp

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FIRST AMENDMENT TO THE AGREEMENT BETWEEN ALACHUA COUNTY AND CAUSSEAUX, HEWETT & WALPOLE, INC. FOR ADDITIONAL SURVEYING ON SW 62nd AVENUE & SW 63rd BOULEVARD.

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 31ST day of August AD., 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 Causseaux, Hewett & Walpole, Inc. hereinafter referred to as the "Surveyor":

WITNESSETH:

WHEREAS, the parties hereto previously entered into the original Agreement, dated, January 04, 2011, and entered into this First Amendment, dated August 31, 2011 for the provision of furnishing additional surveying along SW 62nd Avenue & SW 63rd Boulevard; and,

WHEREAS, the parties wish to amend the original Agreement.

NOW, THEREFORE, the parties hereby agree to amend the original Agreement, dated January 04, 2011 as follows:

A. SECTION # 5 of the original Agreement, *is amended to increase the* amount to be paid for additional surveying services required by this First Amendment to Seven thousand, five hundred twenty six dollars and no/100 ($7,526.00) for additional surveying and mapping to develop a maintenance map of the maintained right of way along SW 62nd Avenue & SW 63rd Boulevard.

C. This First Amendment shall take effect upon expiration of the original Agreement at the terms and specifications contained therein.

This First Amendment shall take effect upon the date of execution by the parties 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 Agreement between the parties, dated January 04, 2011, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First 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, 8/31/11
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

SURVEYOR
Causseaux, Hewett & Walpole, Inc.
6011 NW 1st Place
Gainesville, FL 32607

ATTEST (By Corporate Officer)

By _____
Print: Kevin Hewett
Title: Vice President

By: _____
Print: AARON H. HICKMAN
Title: PROFESSIONAL LAND SURVEYOR #6791

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to the Professional Services Agreement between Alachua County and Causseaux, Hewett & Walpole, Inc. to perform surveying services on SW 62 Avenue and SW 63 Blvd from Archer Road to Williston Road		
DEPARTMENT: Public Works	**RETURN TO** Robert W. Wigglesworth	**CONTACT:** Robert W. Wigglesworth **PHONE #:** Ext 1224	
DOCUMENT(S) REQUIRING ACTION:	First Amendment to the Professional Services Agreement with CHW, Inc.	**AMOUNT:** $7526.00 Not-to-Exceed	

EXECUTIVE SUMMARY: First Amendment to the Professional Services Agreement between Alachua County and Causseaux, Hewett & Walpole, Inc. to perform land surveying services along SW 62 Avenue and SW 63 Blvd. from Archer Road to Williston Road

BACKGROUND: On January 4, 2011, Alachua County entered into an agreement with Causseaux, Hewett and Walpole, Inc., (hereinafter referred to as "CHW"), to perform professional surveying services in connection with the resurfacing and widening project for SW 62 Avenue and SW 63 Boulevard. CHW was selected due to the extensive surveying this firm had already performed for the Findley Woods development located along SW 62 Avenue. Since CHW had performed extensive surveying in this area, it greatly reduces the County's cost associated with this project.

The original Professional Services Agreement was only for the SW 62 Avenue/SW 63 Boulevard project, with a not to exceed cost of $28,660.00. Alachua County now desires to amend the original agreement by Seven Thousand, Five Hundred Twenty Six Dollars and no/100 ($7,526.00) for additional surveying and mapping to develop a Maintenance Map of the maintained right of way along SW 62 Avenue.

The attached First Amendment to the Professional Services Agreement has been executed by CHW.

ISSUES: County staff had a title search prepared for SW 62 Avenue, from SW 63 Boulevard to Williston Road and found no record of right of way being deeded to the County. A Maintenance Map is required in order to provide us with dedicated right of way per Florida Statutes 95.361.

ACTION

Recommendation: Approve and execute the "First Amendment to the Professional Services Agreement"

BUDGETARY IMPACT

Recommendation: Approve contract. Amount for surveying is budgeted in capital project

Funding Sources: 5¢ Local Options Gas Tax

Associated Costs $7526.00

Account Code: 350-7916-541.63-63

ATTACHMENTS: Professional Services Agreement

SUGGESTED REFERENCE MATERIAL: N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
8/16 8/16 8/16/11					8/18/11

August 11, 2011

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#6763

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 31, 2011

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, 2011 & Received in Contracts August 31, 2011**

Attached please find one original of the document referenced below which was approved by the County Manger on the date referenced above. Also enclosed is a copy of the Green Sheet.

LOWE'S CLEANING SERVICE, INC.
Sixth Amendment to the Agreement for janitorial services
Term: October 1, 2011 – September 30, 2012
Amount: $ 2,645.22 Monthly
Account: 001-1812-712.34-11 & 001-1812-519.34-11
RFP #08-71

Please forward the document to the vendor and keep a copy for your file. Also enclosed is your FY12 encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

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SIXTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
LOWE'S CLEANING SERVICE, INC. FOR JANITORIAL SERVICES

THIS SIXTH AMENDMENT TO AGREEMENT, made and entered into this 30th day of August 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 "County", and Lowe's Cleaning Service, Inc., hereinafter referred to as "Contractor":

W I T N E S S E T H:

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 July 16, 2009; Second Amendment, dated October 8, 2009; Third Amendment, dated October 7, 2010; Fourth Amendment, dated November 23, 2010; Fifth Amendment, dated January 4, 2011; and

NOW, THEREFORE, the parties hereby agree to amend the original agreement, signed on March 11, 2008, as follows:

A. Section #1. **Term.**

This Agreement is effective beginning October 1, 2011 and continuing through September 30, 2012 unless earlier terminated as provided herein.

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: three (3) days per week general housekeeping and toilets/break rooms at Transfer Station located at 5115 NE 63rd Avenue, three (3) days per week of general housekeeping at Star Garage located at 105 SE 1st Avenue, three (3) days per week of general housekeeping at Hazardous Household Building located at 5125 NE 63rd Avenue and three (3) days per week

general housekeeping and toilets/break rooms at Guardian Ad Litem, located at 14 South Main Street.
Contractor shall be responsible for all additional duties, obligations and requirements as provided in Attachment A.

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.

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:
The Contractor shall be paid monthly $785.16 for services rendered at the Transfer Station; $1,389.42 for services rendered at the Star Garage; $230.64 for services rendered at the Hazardous Household Building and $240.00 for services rendered at Guardian Ad Litem.

Lowe's Cleaning Service, Inc. will be paid a total monthly fee of $2,645.22 for the period of October 1, 2011 through September 30, 2012. The Contractor may accept and perform additional services and assignment of buildings not specified in this Agreement. A written quote and change order will be required prior to payment of services for additional services and/or assignment of buildings.

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 sixth amendment shall take effect upon expiration of the contract or amendment currently in effect under the same terms and specifications contained therein.

IN WITNESS WHEREOF, the parties have caused this Sixth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Attest to Randall H. Reid

BY: _____
Randall H. Reid 8/31/11
County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

LOWE'S CLEANING SERVICE, INC.

Attest by Corporate Officer

Don Lowe
Name

CEO
Title

Don Lowe
Print Name

Carol Lowe
Name

President
Title

Carol Lowe
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 schedules 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 contractor'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 negotiation 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

ATTACHMENT A

Janitorial Supplies Provided By Alachua County Facilities

- Items
- Skylight Glass Cleaner
- Foam Paint Bathroom Cleaner
- Frequency 256, All Purpose Cleaner
- Enforce, Neutral Floor Cleaner
- Eli-Odor (County 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, 40 gallon (large)
- Liner, 33 gallon (kitchen)
- Liner 16 gallon (Small)
- Liner, vent bag
- Toilet seat covers

Note: At the start of the contract, the County will provide 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 right to make changes to this list as it may see fit.

[redacted]

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 than $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 contract 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 Periodical Services Group
P.O. Box 257
Portland, MI 48875

ITEM DESCRIPTION:	Sixth Amendment to the Agreement between Alachua County and Lowe's Cleaning Service, Inc. 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:	Sixth Amendment to the Agreement between Alachua County and Lowe's Cleaning Services, Inc. for Janitorial Services	**AMOUNT:** $31,742.64 annually $2,645.22 monthly

EXECUTIVE SUMMARY: This sixth amendment to the agreement with Lowe's Cleaning Service, Inc. is for janitorial services in various County buildings. This amendment covers the period of October 1, 2011 through September 30, 2012 for janitorial services at the Transfer Station, Star Garage, Hazardous Household Building and Guardian Ad Litem.

BACKGROUND: On March 11, 2008 the original agreement between Alachua County and Lowe's Cleaning Service, Inc. was approved by the Board of County Commissioners. Facilities Management is requesting the County to enter into this sixth amendment to provide janitorial services.

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 the Sixth Amendment to the Agreement between Alachua County and Lowe's Cleaning Service, Inc. for Janitorial Services in various County buildings.

Recommendation:	Approve the Sixth Amendment to the Agreement with Lowe's Cleaning Service, Inc. for Janitorial Services in various County buildings.
Funding Sources:	Administrative Services/Facilities Management General Fund
Associated Costs	N/A
Account Code:	001-1812-519-34-11 and 001-1812-712.34-11

ATTACHMENTS:	Sixth Amendment to the Agreement with Lowe's Cleaning Service, Inc. (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

#5838

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 23, 2011

MEMORANDUM

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 12, 2011 & Received in Contracts August 22, 2011**

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.

#5838 THOMPSON, SIZEMORE AND GONZALEZ, P.A.
Seventh Amendment to the Legal Services Agreement
Term: October 1, 2011 - September 30, 2012
(Option to renew for two additional one-year periods)
Amount: Rate Based Account:

Please keep this copy for your files. Thank you for your assistance.

Enclosure

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

SEVENTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
Thompson, Sizemore, Gonzalez and Hearing, P.A. **FOR** Labor Attorney Services

THIS SEVENTH AMENDMENT to the agreement for legal services made and entered into this 12th day of August, 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 "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, and October 6, 2008, September 28, 2009, and August 18, 2010, and

WHEREAS, the parties wish further to amend the Agreement.

NOW, THEREFORE, the parties hereby agree to amend the Agreement, effective October 1, 2011, 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, 2011, and remain in full force and effect until September 30, 2012. 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 Seventh 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

President
Title

Witness

_____

_____

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Seventh Amendment to Legal Services Agreement Between Alachua County and Thompson, Sizemore, Gonzalez and Hearing, P.A.		
DEPARTMENT: County Attorney	**RETURN TO** Bill Harlan	**CONTACT:** Bill Harlan	
		PHONE 374-5217	
DOCUMENT(S) REQUIRING ACTION:	Seventh Amendment to Legal Services Agreement Between Alachua County and Thompson, Sizemore, Gonzalez and Hearing, P.A.	**AMOUNT:**	

EXECUTIVE SUMMARY: None.

BACKGROUND: Attached is the seventh agreement to the current legal services agreement between Alachua County and the Tampa law firm of Thompson, Sizemore, Gonzalez and Hearing, P.A., first executed in 2004. By this agreement, the firm agrees to provide professional legal services to the County for advice and representation in the areas of labor and employment law. The County previously contracted with this firm from 1997-2004 under an earlier agreement.

There is no change from the current agreement except the term. The County agrees to reimburse specified expenses and compensate the firm $130.00 per hour for authorized services performed by attorneys and $45.00 per hour for services performed by legal assistants.

The term of this amended agreement runs from October 1, 2011, through September 30, 2012.

ISSUES: None.

ACTION

Recommendation: Execute the agreement and return it to the County Attorney's Office for processing.

BUDGETARY IMPACT

Recommendation:

Funding Sources:

Associated Costs

Account Code: 001-0300-514.31-41

ATTACHMENTS: Seventh 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
WEHarlan			WEHarlan		8/12/11

JUL 08 2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency." GAtelegs GAte

Supervising Agency's Representative: GAteLegs GAte ZEN CenTer

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THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

A. To provide community service program participants, when possible, to the requesting supervising agency.

B. To provide counseling for and supervision of the participants.

C. To cooperate with and assist the Supervising Agency in regard to any program related problems.

D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.

E. To provide quarterly visits to active supervising agencies within Alachua County.

F. To provide periodic telephone follow-up on participant's progress and problem identification.

G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.

H. To accept the supervising agency's decision to terminate any participant without cause.

I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.

J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

A. To provide work and necessary work materials for the Community Service Program participants.

B. To provide training, when needed, on the proper utilization of work equipment.

C. To provide safe work conditions and equipment as necessary.

D. The Community Service Program participants will not be required to perform hazardous duties.

E. To provide the Sponsor with a brief job description.

F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.

G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.

H. To notify the Sponsor if termination of placement of any participant is desired.

I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.

J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.

B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.

C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.

1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.

2) Maintenance work on any state owned, county owned, or municipally owned road or highway.

3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.

4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.

D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: _____

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 8/9/11

SUPERVISING AGENCY:
MC — Kinloch C Walpole

by: Kinloch C Walpole

Title: Abell

Address: 1208 NW 4th ST
GAINESVILLE FL 32601

Phone: (352) 222-0006

Date: 7/5/11

AUG 16 2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of CourtServices, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's Representative: Windsor Baptist Church
R. Michael Redmond, R. Michael Redd 8/12/11

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

A. To provide community service program participants, when possible, to the requesting supervising agency.

B. To provide counseling for and supervision of the participants.

C. To cooperate with and assist the Supervising Agency in regard to any program related problems.

D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.

E. To provide quarterly visits to active supervising agencies within Alachua County.

F. To provide periodic telephone follow-up on participant's progress and problem identification.

G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.

H. To accept the supervising agency's decision to terminate any participant without cause.

I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.

J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

A. To provide work and necessary work materials for the Community Service Program participants.

B. To provide training, when needed, on the proper utilization of work equipment.

C. To provide safe work conditions and equipment as necessary.

D. The Community Service Program participants will not be required to perform hazardous duties.

E. To provide the Sponsor with a brief job description.

F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.

G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.

H. To notify the Sponsor if termination of placement of any participant is desired.

I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.

J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.

B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.

C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.

1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.

2) Maintenance work on any state owned, county owned, or municipally owned road or highway.

3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.

4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.

D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: _____

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 8/12/11

SUPERVISING AGENCY:

by: R. Michael Redmond

Title: Pastor, Chairman of Trustees

Address: 918 S.E. County Road 234
Gainesville, FL 32641

Phone: 352-375-7316

Date: 8/12/11

AUG 05 2011

AUG 1 PM 2:24

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's Representative: University of Florida, Department of Mathematics

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THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

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B. To provide counseling for and supervision of the participants.

C. To cooperate with and assist the Supervising Agency in regard to any program related problems.

D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.

E. To provide quarterly visits to active supervising agencies within Alachua County.

F. To provide periodic telephone follow-up on participant's progress and problem identification.

G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.

H. To accept the supervising agency's decision to terminate any participant without cause.

I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.

J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

A. To provide work and necessary work materials for the Community Service Program participants.

B. To provide training, when needed, on the proper utilization of work equipment.

C. To provide safe work conditions and equipment as necessary.

D. The Community Service Program participants will not be required to perform hazardous duties.

E. To provide the Sponsor with a brief job description.

F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.

G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.

H. To notify the Sponsor if termination of placement of any participant is desired.

I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.

J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.

B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.

C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.

1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.

2) Maintenance work on any state owned, county owned, or municipally owned road or highway.

3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.

4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.

D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: _____

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 8/9/11

SUPERVISING AGENCY:

by: James Keesling

Title: Dept.Chair

Address: PO Box 118105
Gainesville,FL. 32611

Phone: 352-392-0281 x 236

Date: 27 July 2011

AUG 05 2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency." FIRST LUTHERAN CHURCH

Supervising Agency's Representative: PASTOR JOHN D. ROTH

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

A. To provide community service program participants, when possible, to the requesting supervising agency.

B. To provide counseling for and supervision of the participants.

C. To cooperate with and assist the Supervising Agency in regard to any program related problems.

D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.

E. To provide quarterly visits to active supervising agencies within Alachua County.

F. To provide periodic telephone follow-up on participant's progress and problem identification.

G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.

H. To accept the supervising agency's decision to terminate any participant without cause.

I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.

J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

A. To provide work and necessary work materials for the Community Service Program participants.

B. To provide training, when needed, on the proper utilization of work equipment.

C. To provide safe work conditions and equipment as necessary.

D. The Community Service Program participants will not be required to perform hazardous duties.

E. To provide the Sponsor with a brief job description.

F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.

G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.

H. To notify the Sponsor if termination of placement of any participant is desired.

I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.

J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.

B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.

C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.

1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.

2) Maintenance work on any state owned, county owned, or municipally owned road or highway.

3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.

4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.

D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: _____

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 8/9/11

SUPERVISING AGENCY:

by: JOHN D. ROTH

Title: PASTOR

Address: 1801 NW 5th AVE.
GAINESVILLE, FL

Phone: 352-376-2062

Date: AUGUST 3, 2011

Grant Network

Alachua County
Board of County Commissioners

P.O. Box 2877, Gainesville, Fl 32607
Contact: jdj@alachuacounty.us
352-338-7392

eCIVIS *Grants Network*

SUBSCRIPTION PACKET

SUBSCRIPTION PACKET INSTRUCTIONS
eCivis *GRANTS NETWORK (Formerly Grants Locator)*

COMMUNITY BASED ORGANIZATIONS

1. Please see Attachment "D" to make sure you qualify.
2. Provide a contact name in the space provided in Section 11 of the Memorandum of Understanding (Page 4 of this packet).
3. Please include the organizations tax-exempt number on the signature page. (page 5 of this packet).
4. A corporate officer must sign the Memorandum of Understanding (page 5 of this packet). The signature should be witnessed/attested by another corporate officer in the space provided
5. Sign and witness/attest Attachment D (page 16 of the packet)

ADVISORY BOARD MEMBERS

1. Appointed members of County Advisory Boards and Commissions may qualify for a subscription. Contact John Johnson for information.
2. For appointed members of a County Advisory Board or Commission, please sign the Memorandum of Understanding on Page 5 of this packet and sign Attachment E. (Page 17)

MUNICIPALITIES AND OTHER PUBLIC AGENCIES

1. Sign and attest the Memorandum of Understanding (Page 5 of this packet)
2. Sign the appropriate block of Amendment A to Agreement between Alachua County and eCivis LLC. (Pages 12 and 13 of this packet).

ALL SUBSCRIBERS

1. Provide a list of user names (Attachment C). An email is required for access.
2. For additional information and to return the signed Memorandum of Understanding:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
ATTN: John Johnson, Grants/Contracts Administrator
jdj@alachuacounty.us 352.338.7392(Office) 352.338.7362 (Fax)

3. A copy of the fully executed agreement will be returned to you for your records
4. User Logins and passwords may only be issued after the Memorandum of Understanding is accepted by the County.
5. User Logins and initial passwords are sent by email to each individual from eCivis.
6. The County periodically offers training on *Grants Network.* To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the training. Subscribers will be notified of training opportunities

MEMORANDUM OF UNDERSTANDING
Grant Network Access

This memorandum of understanding entered in to this 10th day of August, 2011 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 PACE, hereinafter referred to as "SUBSCRIBER"

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

TERM: This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory understands and agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Network*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Network*, including but not limited to those collected by *Grant Network,* and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not.
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

For the County
John Johnson Grants/Contracts Administrator

For the SUBSCRIBER
Katherine Wood
Development Coordinator
352 374 8799

12. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
13. The COUNTY will provide initial training on a periodic basis. The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings buy the parties

In witness whereof the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY

Suzanne Gable, CPA, Director
Office of Management and Budget

Approved as to Form by the Alachua County Attorney and accepted by the Board of County Commissioners at their regular meeting on September 23, 2003

Witness to Ms. Gable

SUBSCRIBER

By: Katherine M. Wood

Print: Katherine m. Wood

Title: Development coordinator

Date: 8/10/11

Tax ID Number:

EIN 59-24 14492
Tax Exempt
85-80125877 60 C-9

Attest or Witness

By: Fay Dacy

Print: Fay Dacy

Title: Grant Writer

Date: Aug 10, 2011

ATTACHMENT A
Original Agreement with eCivis LLC and County

eCIVIS
GRANTS LOCATOR

SUBSCRIPTION AGREEMENT
Between

Date 8-29-2003
Contract No. **20063**

eCivis.com LLC, a Delaware limited liability company ("eCivis")

Address: 150 E. Colorado Boulevard, Suite 215
Pasadena, CA 91105
Phone: (877) 232-4847
Principal Contact: **Amy Driver**
Customer Name, type of entity, and jurisdiction: **County of Alachua, FL**

Address: **County of Alachua**
Office of Mgmt. And Budget
105 SE 1st Avenue
Gainesville, FL 32607
Phone: **(352) 374-5204**
Principal Contact and Master Access Holder: **John Johnson, Grants Contract Adminsitrator**

This Agreement provides for eCivis to grant access to your Access Holders, on a password-restricted basis, through the Internet, the following products for the following fees ("Fees"):

Grants Network software and databases: Federal, Florida, and Foundation Version

- **$46,500 for Unlimited Access Holders (This reflects a 15% Manager's Discount on all accesses and an initial Free Month of service (September 1, 2003 – September 30, 2003.)**
- **Term:** September 1, 2003 to September 30, 2004 (the "Termination Date")
- **Toll Free Customer Support (877-2-eCivis) and training included**

Access, usage, and information sharing is limited to employees of:

Alachua County	**Community Based Organizations within the County**	
City of Alachua	**City of Archer**	**City of Hawthorne**
City of High Springs	**City of Lacrosse**	**City of Micanopy**
City of Newberry	**City of Waldo**	**City of Gainesville**

(*Municipal inclusion is subject to signature of Amendment A, and agreement to all Terms & Conditions herein, by a representative of each Municipality)*

This Agreement, including the *Terms and Conditions* is the complete and exclusive statement of the agreement between the parties.

ATTACHMENT A
Original Agreement with eCivis LLC and County

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

By:_____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

County of Alachua, FL

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT A
Original Agreement with eCivis LLC and County

TERMS AND CONDITIONS

1. **General.** "You" means the single end-user organization executing this Agreement.

"Access Holder" means each individual that is an employee of your organization that uses *Grants Network.*

"Grants Network" means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Network* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.

1. To permit each allowed Access Holder to access *Grants Network* through the Internet.
2. To create printouts, download and store in electronic form, and re-purpose *Grants Network* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Network* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Network*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.

4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Network*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.

5. **Your Responsibilities.** You are responsible for determining whether the *Grants Network* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Network*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Network.*

6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.

7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Payments for all sums properly invoiced shall be made within 45 days in accordance with the provisions of § 218, Part VII Florida Statutes (AFlorida Prompt Payment Act@) and the Alachua County Prompt Payment Procedure. (Available at http://www.co.alachua.fl.us/ and on file with eCivis as printed on date of signing.)

8. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

9. Proprietary Protection. eCivis is the sole owner of Grants Network and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Network. You agree not to remove any copyright notices from printouts of *Grants Network*. Regardless of any conflicting language elsewhere in this agreement, the County retains the right to (1) disclose any information as required by § 119, Florida Statutes, or (2) retain copies of documents in accordance with Florida law.

10. Indemnification. If a third party claims that *Grants Network* or your use of *Grants Network* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis's expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis's sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES ECIVIS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

11. Limitations. eCivis shall employ due care and attention in obtaining and maintaining *Grants Network*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the *Grants Network* is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis's gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.

You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Network* will result in any grant acquisition. You acknowledge that *Grants Network* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Network* has all grants that the federal or a state government may have available.

12. Default. Should you fail to pay Fees due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis's sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.

13. Force Majeure. eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis's ability to perform its obligations hereunder.

14. Governing Law. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state.

******** **End of Terms and Conditions** ********

ATTACHMENT A
Amendment A to eCivis Agreement

Amendment A
Municipal and Agency Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities and certain public agencies within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality or agency, the signatory agrees the municipality or agency and all of its employees will:

- Incur no cost to their municipality or agency for the services described herein, including, but not limited to, full access to *Grants Network*, initial training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality or agency not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Archer

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Hawthorne

By:_____

_____
Print Name

_____
Print Title

City of High Springs

By:_____

_____
Print Name

_____
Print Title

ATTACHMENT A
Amendment A to eCivis Agreement

_____ Date

City of Lacrosse

By:_____

_____ Print Name

_____ Print Title

_____ Date

_____ Date

City of Micanopy

By:_____

_____ Print Name

_____ Print Title

_____ Date

City of Newberry

By:_____

_____ Print Name

_____ Print Title

_____ Date

City of Waldo

By:_____

_____ Print Name

_____ Print Title

_____ Date

City of Gainesville

By: Katherine M. Wood

Katherine Wood Print Name

Development Coordinator Print Title

Aug 10, 2011 Date

School Board of Alachua County

By:_____

_____ Print Name

_____ Print Title

_____ Date

ATTACHMENT B

Information Collection

To evaluate use and value of this subscription, the County intends to collect and monitor the following statistics for the various groups of users: Much of this information will be automatically collected by eCivis *Grants Network*.

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

County
Each Participating Municipality or agency
Each Community Based Group
Cumulative for all Municipalities
Cumulative for all Community based groups
Cumulative for all Groups

GRANTS SAVED

Report is broken down by groups as listed above

INFORMATION THAT REQUIRES USER INPUT IN THE "NOTES" FIELD

GRANTS CONSIDERED and GRANTS APPLIED FOR

A. Report is broken down by groups as listed above.
B. This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered
    - Name of Agency/Organization referred to (if other than Users organization) and Date
    - Action taken (applied for (see below) deferred, decided not to apply)
    - If the decision was NOT to apply, indicate why (no match, not enough staff, not in our mission, etc)
    - Date award decision will be announced.
    - Amount applied for
    - Partnerships (joint applications/letters of support) - list

ATTACHMENT B

GRANTS AWARDED/DENIED

A. Report is broken down by groups as listed above.
B. This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered
    - Awarded or Denied
    - If awarded, expected date of award and period covered
    - Amount awarded

ATTACHMENT C

GRANTS NETWORK SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for PACE Center for Girls, Inc.
Name of Organization or Affiliation

Katherine Wood
NAME

1010 SE 4th Ave. G'ville, FL. 32601
ADDRESS

352 374 8799
PHONE

Katherine.Wood@pacecenter.org
EMAIL

HTTP:// www.pacecenter.org
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: _____

PLEASE PRINT NEATLY

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	Katherine Wood	Developma Cordinator	1010 SE 4th Ave. 374 8799 Katherine.Wood@pacecenter.org
2	Fay Dacey	Grant Write	daceyfaye@gmail.com 315-350-9697
3	Kathie Southwick	Executive Dir	pacekatie@aol.com 1010 SE 4th Ave. 374 8799
4			
5			

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST IF NEEDED

ATTACHMENT D

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS NETWORK* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS NETWORK COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

1) Have an office located within Alachua County
2) Offer services that directly benefit the residents of Alachua County
3) Offer services on a non-discriminatory basis.
4) Comply with all federal non-discrimination laws
5) Are organized under the IRS Code section 501C

Jeanette M. Perez
Witness to Ms. Gable

ALACHUA COUNTY

Suzanne Gable
Suzanne Gable, CPA, Director
Office of Management and Budget

Approved as to Form by the Alachua
County Attorney and accepted by the Board of
County Commissioners at their regular meeting
on September 23, 2003

SUBSCRIBER

By: Katherine Wood
Print: ~~Roy Dorsey~~ Katherine Wood
Title: Development Coordinator
Date: Aug 10, 2011

Attest or Witness

By: Kate Scott
Print: Kate Scott
Title: Office Coordinator
Date: 8/10/11

ATTACHMENT E

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

FOR *GRANTS NETWORK* ACCESS FOR
APPOINTED MEMBERS OF COUNTY ADVISORY BOARDS AND COMMISSIONS

GRANTS NETWORK ADVISORY BOARD GUIDELINES

The Subscriber warrants that they:

1). Are currently an appointed member of a County advisory Board or Commission
2). Will use *Grants Network* for the benefit of the citizens of Alachua County

ALACHUA COUNTY

_____
Suzanne Gable
Office of Management and Budget

_____
Witness to Ms. Gable

Approved as to Form by the Alachua
County Attorney and accepted by the Board of
County Commissioners at their regular meeting
on September 23, 2003

SUBSCRIBER

By: _____

Print: _____

Advisory Board/Commission Name

_____

Term Expiration: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

Grant Network

Alachua County
Board of County Commissioners
P.O. Box 2877, Gainesville, Fl 32607
Contact: jdj@alachuacounty.us
352-338-7392

eCivis *Grants Network*

SUBSCRIPTION PACKET

SUBSCRIPTION PACKET INSTRUCTIONS
eCivis *GRANTS NETWORK (Formerly Grants Locator)*

COMMUNITY BASED ORGANIZATIONS

1. Please see Attachment "D" to make sure you qualify.
2. Provide a contact name in the space provided in Section 11 of the Memorandum of Understanding (Page 4 of this packet).
3. Please include the organizations tax-exempt number on the signature page. (page 5 of this packet).
4. A corporate officer must sign the Memorandum of Understanding (page 5 of this packet). The signature should be witnessed/attested by another corporate officer in the space provided
5. Sign and witness/attest Attachment D (page 16 of the packet)

ADVISORY BOARD MEMBERS

1. Appointed members of County Advisory Boards and Commissions may qualify for a subscription. Contact John Johnson for information.
2. For appointed members of a County Advisory Board or Commission, please sign the Memorandum of Understanding on Page 5 of this packet and sign Attachment E. (Page 17)

MUNICIPALITIES AND OTHER PUBLIC AGENCIES

1. Sign and attest the Memorandum of Understanding (Page 5 of this packet)
2. Sign the appropriate block of Amendment A to Agreement between Alachua County and eCivis LLC. (Pages 12 and 13 of this packet).

ALL SUBSCRIBERS

1. Provide a list of user names (Attachment C). An email is required for access.
2. For additional information and to return the signed Memorandum of Understanding:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
ATTN: John Johnson, Grants/Contracts Administrator
jdj@alachuacounty.us 352.338.7392(Office) 352.338.7362 (Fax)

3. A copy of the fully executed agreement will be returned to you for your records
4. User Logins and passwords may only be issued after the Memorandum of Understanding is accepted by the County.
5. User Logins and initial passwords are sent by email to each individual from eCivis.
6. The County periodically offers training on *Grants Network.* To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the training. Subscribers will be notified of training opportunities

MEMORANDUM OF UNDERSTANDING
Grant Network Access

This memorandum of understanding entered in to this 3rd day of August, 2011 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 **Gainesville Juniors Volleyball Club**, hereinafter referred to as "SUBSCRIBER"

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

TERM: This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory understands and agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Network*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Network*, including but not limited to those collected by *Grant Network,* and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not.
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

For the County
John Johnson Grants/Contracts Administrator

For the SUBSCRIBER
Howie S. Ferguson

Gainesville Juniors Facility "Founders" Committee

(352) 494-7670; hsferg@ufl.edu

12. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
13. The COUNTY will provide initial training on a periodic basis. The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings buy the parties

In witness whereof the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY

Suzanne Gable, CPA, Director
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua County Attorney and accepted by the Board of County Commissioners at their regular meeting on September 23, 2003

SUBSCRIBER

By: _____

Print: **Chad Davis**

Title: **Director, Gainesville Juniors**

Date: 7/18/11

Tax ID Number: **EIN 59-3313713**

Attest or Witness

By: _____

Print: **Jerry Benton**

Title: **Gainesville Juniors Facility "Founders" Committee**

Date: 7-18-11

ATTACHMENT A
Original Agreement with eCivis LLC and County

eCIVIS
GRANTS LOCATOR

SUBSCRIPTION AGREEMENT
Between

eCivis.com LLC, a Delaware limited liability company ("eCivis")

Date 8-29-2003
Contract No. 20063

Address: 150 E. Colorado Boulevard, Suite 215
Pasadena, CA 91105
Phone: (877) 232-4847
Principal Contact: **Amy Driver**
Customer Name, type of entity, and jurisdiction: **County of Alachua, FL**

Address: **County of Alachua**
Office of Mgmt. And Budget
105 SE 1st Avenue
Gainesville, FL 32607
Phone: **(352) 374-5204**
Principal Contact and Master Access Holder: **John Johnson, Grants Contract Adminsitrator**

This Agreement provides for eCivis to grant access to your Access Holders, on a password-restricted basis, through the Internet, the following products for the following fees ("Fees"):

Grants Network software and databases: Federal, Florida, and Foundation Version

- **$46,500 for Unlimited Access Holders (This reflects a 15% Manager's Discount on all accesses and an initial Free Month of service (September 1, 2003 – September 30, 2003.)**
- **Term:** September 1, 2003 to September 30, 2004 (the "Termination Date")
- **Toll Free Customer Support (877-2-eCivis) and training included**

Access, usage, and information sharing is limited to employees of:

Alachua County
City of Alachua
City of High Springs
City of Newberry

Community Based Organizations within the County

City of Archer
City of Lacrosse
City of Waldo
City of Hawthorne
City of Micanopy
City of Gainesville

(*Municipal inclusion is subject to signature of Amendment A, and agreement to all Terms & Conditions herein, by a representative of each Municipality)*

This Agreement, including the *Terms and Conditions* is the complete and exclusive statement of the agreement between the parties.

ATTACHMENT A
Original Agreement with eCivis LLC and County

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

By:_____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

County of Alachua, FL

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT A
Original Agreement with eCivis LLC and County

TERMS AND CONDITIONS

1. **General.** "You" means the single end-user organization executing this Agreement.

"Access Holder" means each individual that is an employee of your organization that uses *Grants Network*.

"Grants Network" means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Network* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.
   1. To permit each allowed Access Holder to access *Grants Network* through the Internet.
   2. To create printouts, download and store in electronic form, and re-purpose *Grants Network* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Network* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Network*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.

4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Network*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.

5. **Your Responsibilities.** You are responsible for determining whether the *Grants Network* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Network*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Network*.

6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.

7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Payments for all sums properly invoiced shall be made within 45 days in accordance with the provisions of § 218, Part VII Florida Statutes (AFlorida Prompt Payment Act@) and the Alachua County Prompt Payment Procedure. (Available at http://www.co.alachua.fl.us/ and on file with eCivis as printed on date of signing.)

8. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

9. Proprietary Protection. eCivis is the sole owner of Grants Network and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Network. You agree not to remove any copyright notices from printouts of *Grants Network*. Regardless of any conflicting language elsewhere in this agreement, the County retains the right to (1) disclose any information as required by § 119, Florida Statutes, or (2) retain copies of documents in accordance with Florida law.

10. Indemnification. If a third party claims that *Grants Network* or your use of *Grants Network* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis's expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis's sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES ECIVIS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

11. Limitations. eCivis shall employ due care and attention in obtaining and maintaining *Grants Network*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the *Grants Network* is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis's gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.

You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Network* will result in any grant acquisition. You acknowledge that *Grants Network* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Network* has all grants that the federal or a state government may have available.

12. Default. Should you fail to pay Fees due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis's sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.

13. Force Majeure. eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis's ability to perform its obligations hereunder.

14. Governing Law. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state.

******** **End of Terms and Conditions** ********

ATTACHMENT A
Amendment A to eCivis Agreement

Amendment A
Municipal and Agency Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities and certain public agencies within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality or agency, the signatory agrees the municipality or agency and all of its employees will:

- Incur no cost to their municipality or agency for the services described herein, including, but not limited to, full access to *Grants Network*, initial training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality or agency not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Archer

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Hawthorne

By:_____

_____
Print Name

_____
Print Title

City of High Springs

By:_____

_____
Print Name

_____
Print Title

ATTACHMENT A
Amendment A to eCivis Agreement

_____
Date

City of Lacrosse

By:_____

_____
Print Name

_____
Print Title

_____
Date

_____
Date

City of Micanopy

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Newberry

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Waldo

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Gainesville

By:_____

_____
Print Name

_____
Print Title

_____
Date

School Board of Alachua County

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT B

Information Collection

To evaluate use and value of this subscription, the County intends to collect and monitor the following statistics for the various groups of users: Much of this information will be automatically collected by eCivis *Grants Network*.

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

County
Each Participating Municipality or agency
Each Community Based Group
Cumulative for all Municipalities
Cumulative for all Community based groups
Cumulative for all Groups

GRANTS SAVED

Report is broken down by groups as listed above

INFORMATION THAT REQUIRES USER INPUT IN THE "NOTES" FIELD

GRANTS CONSIDERED and GRANTS APPLIED FOR

A. Report is broken down by groups as listed above.
B. This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered
    - Name of Agency/Organization referred to (if other than Users organization) and Date
    - Action taken (applied for (see below) deferred, decided not to apply)
    - If the decision was NOT to apply, indicate why (no match, not enough staff, not in our mission, etc)
    - Date award decision will be announced.
    - Amount applied for
    - Partnerships (joint applications/letters of support) - list

ATTACHMENT B

GRANTS AWARDED/DENIED

A. Report is broken down by groups as listed above.
B. This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered
    - Awarded or Denied
    - If awarded, expected date of award and period covered
    - Amount awarded

ATTACHMENT C

GRANTS NETWORK SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for **Gainesville Juniors Volleyball Club**
Name of Organization or Affiliation

Chad Davis
NAME

4146 NW 30th Terrace; Gainesville, FL 32605
ADDRESS

(352) 514-3423
PHONE

cdavis07@cox.net
EMAIL

HTTP:// **www.gainesvillejuniors.com**
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: **4**

PLEASE PRINT NEATLY

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	Chad Davis	GJ Director	*(see above)*
2	Howie Ferguson	GJ Facility Founders Cmte.	hsferg@ufl.edu; (352) 494-7670
3	Beth Mills	GJ Facility Founders Cmte.	b2mills@aol.com; (352) 538-4708
4	Jerry Benton	GJ Facility Founders Cmte.	jbenton@campuscu.com; (352) 494-4068
5			

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST IF NEEDED

ATTACHMENT D

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS NETWORK* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS NETWORK COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

1) Have an office located within Alachua County
2) Offer services that directly benefit the residents of Alachua County
3) Offer services on a non-discriminatory basis.
4) Comply with all federal non-discrimination laws
5) Are organized under the IRS Code section 501C

Witness to Ms. Gable

ALACHUA COUNTY

Suzanne Gable, CPA, Director
Office of Management and Budget

Approved as to Form by the Alachua
County Attorney and accepted by the Board of
County Commissioners at their regular meeting
on September 23, 2003

SUBSCRIBER

By: _____

Print: **Chad Davis**

Title: **Director, Gainesville Juniors**

Date: 7/18/11

Attest or Witness

By: _____

Print: **Jerry Benton**

Title: **Gainesville Juniors Facility "Founders" Committee**

Date: 7-18-11

ATTACHMENT E

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

FOR *GRANTS NETWORK* ACCESS FOR
APPOINTED MEMBERS OF COUNTY ADVISORY BOARDS AND COMMISSIONS

GRANTS NETWORK ADVISORY BOARD GUIDELINES

The Subscriber warrants that they:

1). Are currently an appointed member of a County advisory Board or Commission
2). Will use *Grants Network* for the benefit of the citizens of Alachua County

ALACHUA COUNTY

_____
Suzanne Gable
Office of Management and Budget

_____
Witness to Ms. Gable

Approved as to Form by the Alachua
County Attorney and accepted by the Board of
County Commissioners at their regular meeting
on September 23, 2003

SUBSCRIBER

By: _____

Print: _____

Advisory Board/Commission Name

Term Expiration: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

#7329

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 30, 2011

MEMORANDUM

To: Gus Olmos
Environmental Protection

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager**
August 2, 2011 & Received in Contract August 4, 2011

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.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Change Order #1 to the Water Conservation Cost-Share Agreement – Contract #26803
Term: April 11, 2011 – May 1, 2012
Amount: $15, 560.00 **Account: 001-5511 & 260-5511**

The original vendor document was sent to you on August 8, 2011. Thank you for your assistance.

Enclosures

cc: OMB
F&A

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*

St. Johns River Water Management District

Kirby B. Green III, Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

CHANGE ORDER

DATE: June 6, 2011

TO: Alachua County Environmental Protection Dept
201 SE 2nd Avenue, Suite 201
Gainesville, Florida 32601
Gus Olmos

FROM: Katherine Pordeli, Work Order/Project Manager KP

RE: **CONTRACT/PURCHASE ORDER NUMBER: 26803**
Change Order Number 1 to Work Order Number NA

CHANGE ORDER ENCUMBRANCE NUMBER (IF APPLICABLE): S005282

CONTRACT NAME: Alachua County Landscape Irrigation Code Implementation

PROJECT NAME: Alachua County Landscape Irrigation Code Implementation

CHANGE ORDER IMPACTS: This Change Order extends the Completion date from January 31, 2012 to May 1, 2012.

JUSTIFICATION FOR EXTENSION (if applicable): This contract was signed by Alachua County in January of 2011, however, was placed on hold pending the outcome of a review of all contractual actions done by the District. The District signed it on April 11, 2011. The project requires one (1) year to complete. The original completion date was January 31, 2012. The additional ninety (90) days will bring the total completion time to one (1) year.

SCHEDULE/WORK ORDER AMOUNT IMPACTS:

☒ Extend the completion date from 1/31/2012 to 5/1/2012 (impact on schedule: 90 days)

☐ The completion date of ____ will not be affected by this change order.

☒ The amount will not be affected by this change order.

Approved: Alfred B. Canepa for
Harold A. Wilkening III, Director
Department of Resource Management

Date: 6/8/11

Acknowledged:
Alachua County Environmental Protection Dept.

RANDALL H. REID, COUNTY MANAGER

Original Amount	$	15,560.00
Total Additions / Deductions to-date ..	$	0.00
Amount of this Change	$	0.00
Revised Amount	$	15,560.00

Date: 6/21/11

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	SJRWMD Water Conservation Cost-Share Agreement –Change Order #1		
DEPARTMENT: EPD	**RETURN TO** Gus Olmos	**CONTACT:** Gus Olmos	
		PHONE 264-6806	
DOCUMENT(S) REQUIRING ACTION:	Change Order	**AMOUNT: $0.00**	

EXECUTIVE SUMMARY: Change Order to Water Conservation Cost-Share Agreement with the SJRWMD

BACKGROUND: The original agreement was signed by the County on January of 2011; however, it was placed on hold by the District. The District signed the contract on April 2011. The attached Change order extends the completion date to May 1, 2012 to take into account delay.

ISSUES: None

ACTION

Recommendation: Sign Change order

BUDGETARY IMPACT

Recommendation:	Not applicable
Funding Sources:	**Not applicable**
Associated Costs	Not applicable
Account Code:	Not applicable

ATTACHMENTS:	Change Order (2 copies)
SUGGESTED REFERENCE MATERIAL:	Water Conservation Cost-Share Agreement; January 25, 2011

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
6/27/11				8/2/11

#7674

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 26, 2011

MEMORANDUM

To: Jim Santangelo
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 26, 2011**

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, 2011 – September 30, 2012
Amount: $900.00 Monthly Rental **Account: 138-3610-523.44-10**
143-3610-523.44-10

Please forward the document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosure

cc: F&A
Purchasing
File

JDJ/jcp

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 **10-01-2011**and ending on **09-30-2012** 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 and indemnify Landlord against 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, or regardless of Tenant's wrongful act or negligence if such fire, flood, or accident occurs within the demised premises under Tenant's possession and control, whether such may be of known or unknown origin or causation. 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 waive 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 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.

Initials: _____ _____ _____

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: _____ TENANT: _____ DATE: 8/26/11

WITNESS: _____ TENANT: _____ DATE: _____

WITNESS: _____ LANDLORD: _____ DATE: 7.26.11
as agent for Owner

Initials: ____ ____ ____

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Leases for transitional housing apartments for Metamorphosis**		
DEPARTMENT: Court Services	**RETURN TO** Jim Santangelo	**CONTACT:** Jim Santangelo	
		PHONE #: 491.4634	
DOCUMENT(S) REQUIRING ACTION:	**Two (2) leases for transitional apartments**	**AMOUNT: $21,600**	

EXECUTIVE SUMMARY: The two leases for the transitional apartments that provide four (4) male and four (4) female beds outside of the main facility are up for renewal. Access to these beds effectively increases the number of clients we can serve at any given time from twenty-one (21) to twenty-nine (29) and greatly reduces the waiting lists for beds in the main facility. Priority is given to individuals in the county jail in an attempt to reduce jail population.

BACKGROUND: We have utilized the transitional apartments for the past three years and have been able to substantially reduce the waiting list for entry into the program and serve more clients each year. The beds also allow us to work with clients for a longer period of time and assist them in transitioning back into the community after an extended stay in residential treatment.

ISSUES: Failure to renew the leases will increase the wait lists, cause people to remain in custody longer taking up jail beds and reduce the ability of the program to successfully reintegrate individuals completing treatment back into the community. No financial issues exist. Funds are budgeted for this purpose.

ACTION

Recommendation: Sign the leases for the coming year.

BUDGETARY IMPACT

Recommendation: Sign the leases for the coming year. Funds are budgeted for this purpose.

Funding Sources: General Fund & DCF grant fund

Associated Costs

Account Code: 138-3610-523-44-10 and 143-3610-523-44-10

ATTACHMENTS: Leases for signature

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
				8/26/11

Rev 8-2009

#7675

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 26, 2011

MEMORANDUM

To: Jim Santangelo
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 26, 2011**

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, 2011 – August 31, 2012
Amount: $900.00 Monthly Rental **Account: 138-3610-523.44-10**
143-3610-523.44-10

Please forward the document to the vendor and keep a copy for your file.

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.

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 **09-01-2011**and ending on **08-30-2012** 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 and indemnify Landlord against 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, or regardless of Tenant's wrongful act or negligence if such fire, flood, or accident occurs within the demised premises under Tenant's possession and control, whether such may be of known or unknown origin or causation. 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 waive 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.**

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

ONE SIGNATURE PER TENANT ONLY

WITNESS: _____ TENANT: _____ DATE: 8/26/11

WITNESS: _____ TENANT: _____ DATE: _____

WITNESS: _____ LANDLORD: _____ DATE: 8-11-11
as agent for owner

Initials: _____ _____ _____

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Leases for transitional housing apartments for Metamorphosis**		
DEPARTMENT: Court Services	**RETURN TO** Jim Santangelo	**CONTACT:** Jim Santangelo	
		PHONE #: 491.4634	
DOCUMENT(S) REQUIRING ACTION:	**Two (2) leases for transitional apartments**	**AMOUNT: $21,600**	

EXECUTIVE SUMMARY: The two leases for the transitional apartments that provide four (4) male and four (4) female beds outside of the main facility are up for renewal. Access to these beds effectively increases the number of clients we can serve at any given time from twenty-one (21) to twenty-nine (29) and greatly reduces the waiting lists for beds in the main facility. Priority is given to individuals in the county jail in an attempt to reduce jail population.

BACKGROUND: We have utilized the transitional apartments for the past three years and have been able to substantially reduce the waiting list for entry into the program and serve more clients each year. The beds also allow us to work with clients for a longer period of time and assist them in transitioning back into the community after an extended stay in residential treatment.

ISSUES: Failure to renew the leases will increase the wait lists, cause people to remain in custody longer taking up jail beds and reduce the ability of the program to successfully reintegrate individuals completing treatment back into the community. No financial issues exist. Funds are budgeted for this purpose.

ACTION

Recommendation: Sign the leases for the coming year.

BUDGETARY IMPACT

Recommendation: Sign the leases for the coming year. Funds are budgeted for this purpose.

Funding Sources: General Fund & DCF grant fund

Associated Costs

Account Code: 138-3610-523-44-10 and 143-3610-523-44-10

ATTACHMENTS: Leases for signature

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
BAS				8/26/11

Rev 8-2005

#7672

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 24, 2011

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 August 21, 2011 & Received in Contracts August 24, 2011**

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.

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD (ARIN)
Service Agreement to provide a new range of IP address numbers
Term: August 21, 2011 until terminated
Amount: $1,250.00 One time cost Account: 001-1601-519.46-70

Please forward the document to the vendor and keep a copy for your files

Thank you for your assistance.

Enclosures

cc: F&A
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

RSA: Version 10.2 (10 March 2011) (ACB-24)

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners ("Applicant"). ARIN will not accept any alterations to this Agreement. Applicant must return the entire Agreement, including a completed signature page, to ARIN to indicate its acceptance, without modification, of all the terms and conditions of the Agreement. Applicant may return the signed Agreement in PDF form.

1. INTRODUCTION

ARIN is a Regional Internet Registry serving Canada, the United States, and specific designated islands in the Caribbean Sea and North Atlantic Ocean, and is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas. Applicant must submit this Agreement and any requested accompanying information to ARIN to apply to receive and use certain services ("Services") from ARIN, which may include, without limitation, an allocation/assignment of IP address space, assignment of Autonomous System numbers ("ASNs"), inverse addressing on network blocks, maintenance of resource records, and administration of IP address space. Allocation/assignment of IP address space and assignment of ASNs shall hereinafter be defined as "number resources."

2. AUTHORITY TO MODIFY AGREEMENT

BECAUSE OF THE NECESSARY ROLE THAT ARIN PERFORMS FOR THE INTERNET COMMUNITY, ARIN RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME. ARIN WILL PROVIDE NOTIFICATION OF ANY MODIFICATION(S) VIA ELECTRONIC MAIL TO THE CURRENTLY REGISTERED ADMINISTRATIVE POINT OF CONTACT. FOLLOWING THIS ELECTRONIC NOTIFICATION, ARIN WILL POST THE MODIFICATION(S) ON ITS WEBSITE. CHANGES WILL BE EFFECTIVE AFTER BEING POSTED ON ARIN'S WEBSITE FOR 30 DAYS AND WILL BE APPLIED TO ALL APPLICANTS OR PERSONS RECEIVING SERVICES. CONTINUED RECEIPT OR USE OF THE SERVICES CONSTITUTES APPLICANT'S ACCEPTANCE OF THE CHANGES.

3. EVALUATION AND ACCEPTANCE

Following Applicant's submission of a completed application, ARIN will evaluate Applicant's request for Services. Evaluation may require additional documentation to support the application such as, but not limited to, business plans, management documentation, state registration, Dun & Bradstreet and/or taxpayer information, and/or registration under the province or country in which the entity is registered for verification purposes. If ARIN, in its sole, exclusive, and reasonable discretion, applying ARIN's Number Resource Policy Manual, Guidelines, and Procedures (collectively, the "Policies"), as published on ARIN's website, located at "*http://www.arin.net*" (the "Website"), and internal verification process, determines that it will provide the Services to Applicant, ARIN shall provide written notice to Applicant of its willingness to do so, and ARIN will promptly commence providing the Services to Applicant in accordance with the terms and conditions of this Agreement. If ARIN, in its sole, exclusive, and reasonable discretion, applying its published Policies and internal verification process, determines that it will not provide the Services, it will provide written notice to Applicant of its decision. If, at any point, including during the application process and/or the pendency of this Agreement, Applicant actively misrepresents, falsifies, or otherwise fraudulently provides information, ARIN may immediately terminate this Agreement.

4. CONDITIONS OF SERVICE

(a) Provision. Subject to ARIN's agreement to provide the Services and Applicant's ongoing compliance with its obligations under this Agreement, including, without limitation, the timely payment of the Fees (as defined below), ARIN shall provide the Services to Applicant in accordance with this Agreement and the Policies.

(b) Change Request. To change the Services that it receives from ARIN, Applicant must provide ARIN with written notice (entitled a "Change Request"). If ARIN, in its sole, exclusive, and reasonable discretion, determines that it will provide the Services to Applicant as set forth in the Change Request, ARIN will commence providing the Services as modified to Applicant in accordance with the terms and conditions of this Agreement. If ARIN, in its sole, exclusive, and reasonable discretion, determines that it will not provide the Services as requested by Applicant to be modified, it will provide written notice to Applicant that it will not provide Services in accordance with the Change Request.

(c) Cooperation. During the term of this Agreement, Applicant shall provide ARIN complete, up-to-date, and accurate information, assistance, and cooperation that ARIN reasonably requests in ARIN's provision of the Services to Applicant, including, without limitation, during ARIN's review of Applicant's utilization of number resources. Applicant shall promptly notify ARIN if any of its information changes during the Agreement. If Applicant does not provide ARIN with all information, assistance, and cooperation that ARIN reasonably requests, ARIN may: (i) take such failure into account in refusing Applicant's future allocation/assignment of number resources; and/or (ii) terminate this Agreement and revoke and reclaim Applicant's number resources.

(d) Prohibited Conduct. In using the Services, Applicant shall not: (i) disrupt or interfere with the security or use of the Services; (ii) violate any applicable laws, statutes or regulations; or (iii) assist any third party in engaging in any activity prohibited by this Agreement. If a definitive finding of a violation of law or regulation is established by a decision of a national, state, or other government authority regarding any of (i) through (iii), ARIN will follow such decisions and will cooperate with all government inquiries that utilize legally appropriate methods to obtain information from ARIN.

(e) Content Control. Applicant acknowledges that ARIN does not have the ability to control or influence content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

5. USE OF THE ARIN DATABASE

(a) Authorization. The Administrative Point of Contact ("POC") will be the principal point of contact between Applicant and the ARIN database, and have the sole right to designate other qualifying POCs of Applicant with authority to modify the ARIN database ("Authority"). The Administrative POC will also facilitate Applicant's compliance with the terms and conditions of this Section 5. Applicant will provide ARIN with any and all documentation and information regarding the Administrative POC that ARIN reasonably requests. Applicant must notify ARIN in writing immediately if: (i) the relationship an employee with Authority has with Applicant is or will be terminated; (ii) an employee with Authority will have that Authority revoked; (iii) Applicant has reason to believe that an employee with Authority has granted or will grant a third party unauthorized access to the ARIN database; (iv) Applicant has any reason to believe that an employee with Authority should not be trusted; or (v) Applicant wants to designate another Administrative POC. Notices to ARIN under this Section must be given by e-mail to hostmaster@arin.net or submitted through an authorized account via ARIN Online and will be effective when acknowledged as received by ARIN.

(b) Responsibility for Directory Services Data. Applicant is responsible for the timely and accurate maintenance of directory services data (WHOIS), as well as data concerning any organization to which it further sub-delegates number resources.

(c) Applicant Liability for Unauthorized Acts or Omissions. Applicant is solely and exclusively responsible for all acts and omissions undertaken by any of its POCs and/or employees with Authority, whether or not authorized in law or in fact. Applicant is solely and exclusively responsible for the security of its access to and use of number resources in the ARIN database and any loss or damage that Applicant suffers based on any unauthorized access thereto.

6. FEES AND PAYMENTS

(a) Fee Schedule. As a condition precedent to ARIN's duty to provide the Services, Applicant shall pay ARIN for providing the Services in accordance with ARIN's Fee Schedule, which is available on the Website. From time to time, during the term of this Agreement and as it may renew, ARIN will have the right to change the amount of the fees or institute new fees relating to the Services.

(b) No Refunds. All fees paid by Applicant to ARIN are deemed fully earned upon receipt and are nonrefundable.

(c) Registration Fees. Prior to ARIN providing Applicant with its requested allocation/assignment of number resources, Applicant shall pay ARIN the applicable "registration fee," as set forth in the Fee Schedule, as well as any outstanding fees for other resources received from ARIN. Applicant shall also pay ARIN the applicable "annual renewal fee," if any, as set forth in the Fee Schedule, at least five (5) days prior to the end of the anniversary month of ARIN's first issuance of the Services to Applicant *(e.g.*, ARIN's initial allocation/assignment of number resources to Applicant) occurs. If, for any reason, the Applicant has not made prompt payment, and/or ARIN is unable to contact the Applicant, ARIN has the right to take the following actions if the invoice is overdue: (i) stop providing Services; or (ii) terminate this Agreement and revoke the number resources previously allocated or assigned. Any Applicant whose Services were stopped pursuant to 6(c)(i) may have the Services restored if it brings its account current before revocation. Any number resources revoked pursuant to 6(c)(ii) shall be held by ARIN for a minimum 6-month period from the date of revocation before they are reissued. Any Applicant whose number resources have not been reissued by ARIN may restore the Services related to these number resources and have the revocation nullified if it contacts ARIN, brings its account current, signs a revised Agreement, and begins prepayment for all future Services.

(d) 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 ARIN.

7. POLICIES

Pursuant to ARIN's Policy Development Process, ARIN maintains the Policies and may, at any time in its sole and absolute discretion, amend the Policies, implement new policies (which, once implemented, will be considered Policies), or make certain Policies obsolete. Such amendments or new Policies shall be binding upon Applicant immediately after they are posted on the Website. Applicant acknowledges and agrees it has read, understands, and agrees to be bound by and comply with the Policies, as amended.

8. REVIEW OF APPLICANT'S NUMBER RESOURCES

ARIN may review, at any time, Applicant's use of previously allocated or assigned number resources or Services received from ARIN to determine if Applicant is complying with this Agreement and the Policies and is using the Services for their intended purposes. Without

limiting the foregoing, if Applicant is a holder of a direct allocation or assignment from ARIN, Applicant agrees that it will use the number resources solely for uses consistent with its application and this Agreement, including, for example, its internal infrastructure or to provide Internet access to its customer base. If ARIN determines that the number resources or any other Services are not being used in compliance with this Agreement, the Policies, or the purposes for which they are intended, ARIN may: (i) revoke the number resources; (ii) cease providing the Services to Applicant; and/or (iii) terminate this Agreement.

9. NO PROPERTY RIGHTS

Applicant acknowledges and agrees that the number resources are not property (real, personal, or intellectual) and that Applicant does not acquire any property rights in or to any number resources by virtue of this Agreement or otherwise. Applicant further agrees that it will not attempt, directly or indirectly, to obtain or assert any trademark, service mark, copyright, or any other form of property rights in any number resources in the United States or any other country.

10. REPRESENTATIONS AND WARRANTIES

(a) By Each Party. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) the assent to and performance by it of its obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations, or rules; and (iii) this Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

(b) By Applicant. Applicant hereby represents and warrants to ARIN that during the term of this Agreement: (i) it will not infringe the patent, copyright, trademark, trade secret, right of publicity, or other right of any third party in its use of the Services; and (ii) Applicant will comply with this Agreement, the Policies, and all applicable laws, rules, and regulations in its use of the Services.

11. BANKRUPTCY

If Applicant: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) files any petition under any chapter of the Bankruptcy Code or other insolvency or bankruptcy law; (iv) has a petition filed against it under any insolvency or bankruptcy law; (v) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Applicant's assets; or (vi) ceases or affirmatively indicates its intent to cease its normal business operations (each of the foregoing, a "Bankruptcy Event"), Applicant will notify ARIN immediately. Upon such notice, or if ARIN otherwise learns of the occurrence of any of the foregoing events, ARIN may intervene in any such bankruptcy or insolvency proceeding or take other appropriate, lawful action to preserve its rights under this Agreement and the Policies, and its ability to provide the Services to its other users, including, without limitation: (i) revoking the number resources assigned to Applicant; and/or (ii) terminating this Agreement. Applicant agrees to consent to ARIN's intervening in any such bankruptcy court proceeding so that ARIN can protect its rights under this Agreement with respect to the Policies, number resources, and any other rights ARIN has under this Agreement. Applicant acknowledges and agrees that this Agreement is executory. Applicant acknowledges and agrees that it holds no title or property interest in the number resources and such number resources do not, and shall not, constitute property of the Applicant's bankruptcy estate within the meaning of Section 541 of Title 11 of the United States Code (the "Bankruptcy Code"). Applicant hereby acknowledges and agrees that, upon the occurrence of a Bankruptcy Event, such Bankruptcy Event or any other event of default under this Agreement shall constitute "cause" pursuant to Bankruptcy Code Section 362(d) for granting ARIN relief from

the automatic stay or any other applicable injunction to exercise its rights and remedies under this Agreement, and Applicant shall, and hereby does, consent to such relief.

12. (INTENTIONALLY LEFT BLANK)

13. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) DISCLAIMER OF WARRANTIES. ARIN PROVIDES THE SERVICES ON AN "AS-IS" BASIS. ARIN DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET APPLICANT'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE APPLICANT USES. ARIN MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND/OR NON-INFRINGEMENT.

(b) EXCLUSION OF DAMAGES. ARIN WILL NOT BE LIABLE TO APPLICANT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) LIMITATION OF LIABILITY. EXCEPT IN THE EVENT OF A MATERIAL BREACH OF ARIN'S REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, IN NO EVENT WILL ARIN'S LIABILITY TO APPLICANT OR ANY THIRD PARTY EXCEED THE GREATER OF (i) THE AMOUNT PAID BY APPLICANT TO ARIN DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) $100.

14. TERM AND TERMINATION.

(a) Term. The term of this Agreement shall commence on the date Applicant first receives the Services (the "Effective Date") and shall continue for one year thereafter. This Agreement shall renew automatically on the anniversary date of the Effective Date for unlimited one-year terms, unless earlier terminated in accordance with the termination provisions of this Agreement or if Applicant gives written notice to ARIN of its desire not to renew this Agreement at least thirty (30) days prior to the expiration of the then-current term.

(b) Termination for Cause by ARIN. ARIN shall have the right to terminate this Agreement for cause by providing written notice to Applicant in accordance with Section 15(j): (i) for the reasons as set forth in Sections 3, 4(c), 4(d), 6(c), 8, 11, or if Applicant breaches any provision of Section 5; or (ii) if Applicant breaches any other provision of this Agreement and such breach remains uncured in ARIN's reasonable determination for thirty (30) days following Applicant's receipt of written notice of the breach from ARIN.

(c) Termination for Cause by Applicant. Applicant shall have the right to terminate this Agreement for cause upon written notice if ARIN materially breaches this Agreement and such breach remains uncured for thirty (30) days after ARIN's receipt of written notice of the breach from Applicant.

(d) Termination by Applicant with Return of Number Resources. Applicant shall have the right to terminate this Agreement if it returns, without limitation, all number resources assigned and/or allocated to it by ARIN. If Applicant wishes to terminate this Agreement in accordance with this Section 14(d), Applicant must submit thirty (30) days' prior written notice to ARIN of its intent to

return, in total, its ARIN assigned or allocated number resources, and must return the resources within thirty (30) days of ARIN's receipt of written notice of the Applicant's intent. This Agreement remains in effect until the Applicant has returned all number resources to ARIN.

(e) Effect of Termination. If this Agreement expires or is terminated: (i) ARIN will immediately revoke the number resources and otherwise cease providing the Services and will have no liability for doing so; (ii) Applicant must immediately pay ARIN all fees that Applicant owes for Services rendered up to and including the date of expiration or termination; and (iii) Applicant will lose all membership rights and benefits in ARIN, if any.

(f) Survival. The following sections will survive termination or expiration of this Agreement: 4(e), 5(b), 5(c), 6(a), 6(b), 9 through 13, 14(e), and 15.

15. GENERAL PROVISIONS.

(a) Assignment or Transfer.

(i) Except as provided in 15(a)(ii), Applicant may not assign or delegate this Agreement or any of its rights or obligations under it, including without limitation the exclusive right to use the number resources allocated or assigned to it, without ARIN's express written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's then current Transfer Policies, as included in the Policies.

(ii) The event of any transaction (whether a merger, acquisition, or sale) in which Applicant's controlling managerial and/or voting interest changes during the term of this Agreement shall be considered an assignment, so long as the Applicant provides ARIN with written notification within thirty (30) days of such assignment.

(iii) Any attempt by Applicant to assign this Agreement or any rights or obligations under it, other than as provided in this Section 15(a). will be of no force or effect.

(iv) ARIN shall have the right to freely assign this Agreement or any of its rights or obligations under it upon written notice to Applicant if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Agreement.

(b) Information. Pursuant to the Policies, Applicant consents to assume responsibility for ensuring information involving assignments and allocations from within its allocated or assigned number resources received from ARIN is correct and provided to ARIN in a timely manner.

(c) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.

(d) Entire Agreement. This Agreement (and the Policies and the Fee Schedule, which are hereby incorporated by reference) constitutes the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the subject matter of this Agreement.

(e) Waiver. No waiver of any provision or consent to any action under this Agreement will constitute a waiver of any other provisions or consent to any other action, nor will such waiver or

consent constitute a continuing waiver or consent or commit any party to provide a past or future waiver or consent.

(f) Severability. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

(g) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and assigns, and with respect to Applicant, its permitted successors and permitted assigns.

(h) No Third-Party Rights. This Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.

(i) Construction. This Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one.

(j) Written Notice. All "written notice" required or permitted to be given under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery; (ii) certified U.S. or international mail, return receipt requested, postage prepaid; (iii) reputable overnight courier; (iv) electronic mail; or (v) electronic messaging via ARIN Online. If Applicant gives notice to ARIN, it must use the following address: ARIN, Attention: Financial Services Department, 3635 Concorde Parkway, Suite 200, Chantilly, VA 20151, or the following e-mail address: billing@arin.net. If ARIN provides notice to Applicant, ARIN must use the contact information provided by Applicant to ARIN during the application process or other contact information provided by Applicant in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery; (ii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; (iii) if by overnight courier, on the date receipt is confirmed by such courier service; (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated; or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.

(k) Force Majeure. Neither party shall be deemed in default hereunder, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities. In the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, that party may, in its discretion, terminate this Agreement immediately upon written notice to the other party.

(l) Governing Law, Jurisdiction, and Venue. This Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of the Commonwealth of Virginia and the United States of America. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any and all claims, disputes or controversies arising under, out of, or in connection with the Agreement which the parties shall be unable to resolve within thirty (30) days shall be mediated in good faith. The party raising such dispute(s) shall promptly advise the other party of such claim, dispute, or controversy in a writing which describes in detail the nature of such dispute(s). By not

later than fifteen (15) business days after recipient has received such notice of dispute(s), each party shall have selected for itself a representative who shall have the authority to conduct negotiations on its behalf, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than thirty (30) business days after such notice of dispute(s), the party against whom the dispute(s) shall be raised shall select a mediation firm and such representatives shall schedule a date with such firm for a non-binding mediation hearing. The parties shall enter into good faith mediation and each party shall bear their own costs. If the representatives of the parties have not been able to resolve the dispute(s) within thirty (30) business days after such mediation hearing. the parties agree to litigate any dispute(s) before the appropriate state or federal court of competent jurisdiction.

RSA: Version 10.2 (10 March 2011) (ACB-24)

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Applicant acknowledges its acceptance, without modification, of all the terms and conditions of the Agreement.

Agreed: (This section to be completed by Applicant)	**Authorized Officer**
Legal Name of Company (Applicant): Alachua County Board of County Commissioners	Name (Print):
D/B/A (if any):	Title (Print): RANDALL H. REID, COUNTY MANAGER
ORG ID: ACB-24	Signature:
Ticket Number: 20110623-X22090	Date:

Billing Contact Information if different from authorized officer	**Contact Information of Authorized Officer**
Name (Print): Allen Torres	Phone:
Title (Print): IT Security Manager	E-Mail:
Phone: 3520338-7328	Street Address:
E-Mail: art@alachuacounty.us	City and State:
Street Address: 26 NE 1st Street	Postal Code:
City and State: Gainesville, FL	Country:
Postal Code: 32601	
Country: USA	

American Registry for Internet Numbers, LTD. By:
(This section to be completed by ARIN)

ARIN's Authorized Contracting Agent	
Name (Print):	Signature:
	Date:

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**American Registry for Internet Numbers Agreement**		
DEPARTMENT: ITS	**RETURN TO** Allen Torres	**CONTACT:** Allen Torres	
		PHONE 338-7328	
DOCUMENT(S) REQUIRING ACTION:	American Registry for Internet Numbers (ARIN) Service Agreement	AMOUNT: $1,250 One time cost.	

EXECUTIVE SUMMARY:

This service agreement with ARIN provides Alachua County with a new range of Internet Protocol (IP) address numbers. This new IP address range will allow ITS to migrate from the current format, which is being phased out, to the new format.

BACKGROUND:

The current format of IP address numbers in use by the County for all Internet and networking services is being replaced worldwide for all Internet users. ITS must migrate to the new IP address format in order to maintain Internet services.

ISSUES:

The new IP address format will be required for all Internet users.

ACTION

Recommendation: Sign ARIN Service Agreement.

BUDGETARY IMPACT

Recommendation:	Funding for this agreement is budgeted for in the ITS budget for FY10/11.
Funding Sources:	ITS General Fund Budget
Associated Costs	N/A
Account Code:	001-1601-519.46-70

ATTACHMENTS: ARIN Service Agreement

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					8/21/11

#7098

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 24, 2011

MEMORANDUM

To: Cheryl Anderson-Ellis, Assistant Director
Fire Rescue

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 16, 2011**

Enclosed please find one original of the document referenced below which was signed by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

#7098 MUNICIPAL SERVICES BUREAU
First Agreement for Debt Collection Services
Term: October 1, 2011 - September 30, 2012
Amount: 22% of Gross Collections Account: 001-5450-526.31-96

Please forward the original document to the vendor and keep a copy for your files.

Enclosures

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.co.alachua.fl.us

FIRST AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
GILA CORPORATION D/B/A MUNICIPAL SERVICES BUREAU
FOR DEBT COLLECTION SERVICES

THIS **FIRST** AMENDMENT TO AGREEMENT made and entered into this 11th day of August, 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 "County", and Gila Corporation d/b/a Municipal Services Bureau, hereinafter referred to as "Contractor":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated July 1, 2009, for the provision of Debt Collection Services; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the July 1, 2009 agreement as follows:

A. Section 1. Section 1, ***Term of Agreement***, is amended in its entirety to read:

> Section 1, Term of Agreement . The term of this agreement shall commence on October 1, 2011 and shall continue in effect through September 30, 2012 unless otherwise earlier terminated as provided for herein.

B. This amendment shall take effect upon the expiration of the agreement 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 between the parties, dated July 1, 2009, 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

Municipal Services Bureau

_____
Bruce Cummings

Attest by (Corporate Officer)

By _____

Print/Type Michael E. Epstein

Title CFO

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: First Amendment to the Agreement with Municipal Services Bureau for Debt Collection Services effective October 1, 2011 through September 30, 2012

DEPARTMENT:	RETURN TO	CONTACT:	Cheryl Anderson
Fire Rescue	Cheryl Anderson-Ellis	PHONE #:	384-3122

DOCUMENT(S) REQUIRING ACTION:	Agreement between Alachua County and Municipal Services Bureau for Debt Collection Services	AMOUNT: 22% of gross collections; $12,000 estimated annual expense

EXECUTIVE SUMMARY: Alachua County contracts for debt collection services for the following areas: parking fines, ambulance charges, environmental protection fees, and codes enforcement citations. A bid for the services was issued and Municipal Services Bureau (MSB) was the most responsive and responsible bidder. An agreement was negotiated with a payment for services of 22% of gross collections of collected items submitted. The previous collection rate was 23%. In addition MSB has agreed to rebate 10% of the commissions earned during the first 100 days from the contract signing. The contract is eligible to be extended for one (1) additional year period.

BACKGROUND: Alachua County contracts for debt collection services for the following areas: parking fines, ambulance charges, environmental protection fees, and codes enforcement citations. Municipal Services Bureau (MSB) was approved as the most responsive and responsible bidder and, an agreement was negotiated.

The agreement provides for the payment for services of 22% of gross collections of collection items submitted. This is a reduced rated from 23%. During the first 100 days of the contract, MSB will rebate the commission earned by 10%. The term of the agreement began on July 1, 2009 and continue in effect through September 30, 2011 with the option to extend for one additional one (1) year period. Staff recommends extending the agreement until September 30, 2012.

ISSUES: The County currently contracts for debt collection services because it is more economical that trying to provide these services with additional County staff. An agreement must be in place to continue purchasing these services.

ACTION

Recommendation: Approve the agreement and sign the attached contracts

BUDGETARY IMPACT

Recommendation:	22% of gross collections; estimated at $12,000 annually
Funding Sources:	Ambulance billing fees and general fund
Associated Costs	n/a
Account Code:	001-5450-526.31-96

ATTACHMENTS:	Two (2) original first amendment to the agreement
SUGGESTED REFERENCE MATERIAL:	

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
				8/16/14

Rev 8-2003

#7655

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 4, 2011

MEMORANDUM

To: Christopher Drouillard
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 2, 2011 & Received in Contracts August 3, 2011**

Attached please find one original 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.

BI INCORPORATED

Contractual Agreement for Extended Warranty and Support Services
(Agreement # 051611CW1)
Term: July 1, 2011 – June 30, 2012
Amount: $6,209.83 **Account: 001-3680-623.34-10**

Please forward the document to the vendor and keep a copy for your file. 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*

EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT

Agreement No. 051611CW1

This Agreement ("accrue Agreement") is made by and between BI INCORPORATED, a corporation organized under the laws of the State of Colorado, with its principal place of business at 6400 Lookout Road, Boulder, CO 80301 and ALACHUA COUNTY COURT SERVICES with its principal place of business at 14 NE 1st Street, Gainesville, FL 36201 (hereinafter "Customer").

WHEREAS, Customer has determined that a present need exists for the maintenance and support services contemplated herein, and

WHEREAS, Customer is authorized to enter into this Agreement by the laws and regulations to which Customer is subject; and

WHEREAS, Customer and BI agree that the terms and conditions of this Agreement apply to the services purchased hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. EXTENDED WARRANTY AND SUPPORT SERVICES

Customer is entitled to receive those maintenance and support services as further described in the attached Warranty and Support Coverage sheet(s) (the "Coverage") for that equipment as set forth in Exhibit A (the "Equipment").

2. AGREEMENT TERM: 12 Months

3. EFFECTIVE DATES OF COVERAGE: July 1, 2011 through June 30, 2012

4. TOTAL ANNUAL COST OF COVERAGE: $6,209.83

5. TOTAL MONTHLY PAYMENT: $517.49

6. SCHEDULE OF COVERED EQUIPMENT: See Exhibit A

7. DISPOSABLE SUPPLIES:

Customer is entitled to one (1) HG-2223 Anti-tamper strap and one (1) HG-2221 Male/female latch set for every quarterly interval (three month period) of the Term hereof and one (1) HG-2222 battery for every year of the Term hereof per Transmitter/Receiver Unit covered hereunder.

Customer is entitled to one (1) HG-2223 Anti-tamper strap and one (1) HG-2221 male/female latch set for every quarterly interval (three month period) of the Term hereof and one (1) HG-2222 battery for every year of the Term hereof and one (1) EX-526 Tracker battery for every year of the Term hereof per Transmitter/Receiver Unit covered hereunder.

8. LIMITATION OF LIABILITY

BI's entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether contract, warranty or tort (including negligence), shall be limited to the aggregate payments made hereunder that is the subject matter of or is directly related to the cause of action. The foregoing limitation will not apply to claims by third parties for personal injury or property damage arising out of the negligence of BI.

IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF USE OF THE EQUIPMENT, PERFORMANCE OF SERVICES PROVIDED UNDER THIS AGREEMENT, OR ARISING OUT OF CUSTOMER'S FAILURE TO PERFORM ANY OF ITS RESPONSIBILITIES HEREUNDER. IT WILL BE CUSTOMER'S RESPONSIBILITY TO ADEQUATELY SAFEGUARD ITS DATA USED IN CONJUNCTION WITH EQUIPMENT.

9. GENERAL

Without the prior written consent of BI, Customer shall not assign or transfer this Agreement.

The entire Agreement between the parties with respect to the subject matter hereof is contained in this Agreement. There are no understandings, representations or warranties expressed or implied, not specified

herein, respecting this Agreement or the services furnished hereunder. BI shall not be liable for any failure or any delay in performance hereunder if such failure or delay is due, in whole or in part, to any cause beyond its control. Any pre-printed terms and conditions of any purchase order issued in connection with this Agreement or maintenance service of the Equipment shall be superseded by the terms and conditions of this Agreement and of no force and effect. Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Such termination will require a written notice as described herein.

Customer shall pay any and all applicable state and local taxes that may be due from this Agreement.

Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Customer agrees that BI may withhold Coverage services to Customer if Customer's account with BI is delinquent.

This Agreement shall not be deemed or construed to be modified or amended, in whole or in part, except by written amendment signed by the parties hereto.

Either party may cancel this Agreement at any time, without cause, with thirty (30) days prior written notice.

Any provision of this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of this Agreement. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of an action for non-payment, more than two years from the date payment was due.

Customer has read this Agreement and understands that the terms and conditions apply fully to all documents made a part of this Agreement and acknowledges that it understands and is bound by this Agreement.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF BI AT ITS PRINCIPAL PLACE OF BUSINESS.

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this Agreement on behalf of Customer.

BI INCORPORATED

By: _____ Dated 5-26-11
(Authorized Signature)

Wm Bradley Cooper
(Print or type name)

VP Finance
(Title)

ALACHUA COUNTY COURT SERVICES

By: _____ Dated 8/2/11
(Authorized Signature)

_____
(Print or type name)

_____
(Title)

APPROVED AS TO FORM

_____
ALACHUA COUNTY ATTORNEY

EXHIBIT A
to the
EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
Agreement No. 051611CW1 ("Agreement")
between
BI INCORPORATED ("BI")
and
ALACHUA COUNTY COURT SERVICES ("Customer")

Quantity	Model	Serial #'s	Annual Unit Cost	Coverage Start Date	Coverage Expiration Date	Annual Cost of Coverage
FIELD EQUIPMENT - The Coverage for the following Equipment is as set forth on the BI Home Escort - Field Equipment Warranty and Support sheet which is attached hereto and made a part hereof.						
20	HG-200 Unit	See Exhibit B	$104.00	07/01/2011	06/30/2012	$2,080.00
10	ExacuTrack – Active	See Exhibit B	$349.00	07/01/2011	06/30/2012	$3,490.00
2	ExacuTrack – Active	See Exhibit B	$349.00	08/01/2011	06/30/2012	$639.83
				Total Maintenance Cost for Term Specified:		**$6,209.83**

EXHIBIT B
to the
EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
Agreement No. 051611CW1 ("Agreement")
between
BI INCORPORATED ("BI")
and
ALACHUA COUNTY COURT SERVICES ("Customer")

SERIAL NUMBERS TO BE PROVIDED BY AGENCY

ALACHUA COUNTY BOARD OF COMMISSIONERS #217
Extended Maintenance from 07/01/11 - 06/30/12

Homeguards
HGR7145082
HGR7145086
HGR7145087
HGR7145088
HGR7145090
HGR7145119
HGR7145120
HGR7145122
HGR7145125
HGR7145127
HGR7145129
HGR7145132
HGR7145133
HGR7145134
HGR7145135
HGR7145144
HGR7145145
HGR7145158
HGR7145198
HGR7145199

Transmitters
HGM9446811
HGM9446815
HGM9446838
HGM9446843
HGM9446857
HGM9446858
HGM9446859
HGM9446860
HGM9446866
HGM9446867
HGM9446875
HGM9446886
HGM9446887
HGM9446888
HGM9446889
HGM9446890
HGM9446898
HGM9446899
HGM9448212
HGM9448214

ET Transmitters
HGM9446826
HGM9446827
HGM9446828
HGM9446829
HGM9446830
HGM9446831
HGM9446832
HGM9446833
HGM9446834
HGM9446835
HGM9452015
HGM9452019

ET Base Stations
BS6006086
BS6006089
BS6006091
BS6006092
BS6006093
BS6006094
BS6006095
BS6006096
BS6006097
BS6006098

ET AT Tracking Units
AT1002009
AT1005179
AT1005180
AT1005181
AT1005183
AT1005186
AT1005188
AT1005191
AT1005192
AT1005193
AT1005869
AT1005870

HOME ESCORT™ - FIELD EQUIPMENT

WARRANTY AND SUPPORT COVERAGE

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1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on BI Home Escort™ field equipment. For the purposes of this warranty, BI Home Escort™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Field Monitoring Device, (ii) Transmitter, (iii) Drive-BI Monitor and (v) Activator (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.

5. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

6. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

7. Limitation of Liability- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

8. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

9. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of $50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of $50.00.

ExacuTrack™ - FIELD
WARRANTY AND SUPPORT COVERAGE

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on ExacuTrack™ field equipment. For the purposes of this warranty, ExacuTrack™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Tracking Unit, (ii) Transmitter, and (iii) Base Station (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.

5. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

6. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

7. Limitation of Liability- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

8. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

9. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of $50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of $50.00.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Contractual Agreement between Behavioral Intervention (BI) and Alachua County to continue Extended Warranty and Support Services Agreement. Agreement # 051611CW1		
DEPARTMENT:	**RETURN TO**	**CONTACT:**	Gerie Crawford, Pretrial Services Manager
Court Services	Tom Tonkavich, Acting Director	**PHONE**	352-338-7348
DOCUMENT(S) REQUIRING ACTION:	Extended Warranty and Support Services Agreement from Behavioral Intervention (BI) Agreement No. 051611CW1	**AMOUNT:**	**$6,209.83**

EXECUTIVE SUMMARY:

Since the inception of the Electronic Monitoring (EM),Global Positioning Satellite(GPS) component in FY 02, Pretrial defendants have been released and sentenced misdemeanor offenders have been supervised using this cost effective, evidenced based technology. This level of supervision provides the courts with an additional alternative to costly incarceration. These offenders are closely supervised and monitored in the community.

Prior to FY 08/09 the Department of Court Services leased the EM/GPS equipment from the vendor. Purchasing and maintaining the equipment has resulted in a significant savings. Court Services currently owns 12 GPS units and 20 EM units. These units require routine service and maintenance. This contract provides the needed extended warranty and support services agreement for an additional year.

BACKGROUND: Court Services initially purchased 12 active GPS units and 20 passive EM units during FY 08/09. These units were purchased to reduce the overall costs associated with providing this level of service. This extended warranty and support services agreement will ensure that the County gets the most benefit from its original purchase. This equipment needs routine service and maintenance to ensure that it is functioning properly. Additionally, this contract provides for necessary replacement straps, batteries and latches. This contract extends the current extended warranty and support services agreement for an additional year.

ISSUES: Not having the extended warranty would prove to be more costly in maintaining the current equipment.

ACTION

Recommendation: Approve and sign the attached contract agreement No. 051611CW1

BUDGETARY IMPACT

Recommendation:	Approve and sign the attached contract. The funding is in the current Department budget.
Funding Sources:	Monthly monitoring costs that are already budgeted.
Associated Costs	Monthly monitoring costs that are already budgeted.
Account Code:	001-3680-623-34-10

ATTACHMENTS: Contract Agreement with Behavioral Intervention No. 051611CW1

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					8/2/11

#7670

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 24, 2011

M E M O R A N D U M

To: Norma Berger, FGP Program
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 16, 2011**

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 for your file.

RELIANCE CUSTOM COACH, LLC
Charter Coach Agreement for transportation to Jacksonville for training program with the FGP of Jacksonville
Terms: September 2, 2011
Amount: $1,590.00 Account: 197-2956-564.48-30

Please forward this document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosures

Cc: OMB
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.co.alachua.fl.us

RELIANCE CUSTOM COACH, LLC

8008 NW 31ST AVE, 205, GAINESVILLE, FL 32606

PHONE - 352-642-4695

CHARTER COACH AGREEMENT

CONTRACT #9410	**FID #26-4622900**

RELIANCE CUSTOM COACH, LLC , domicile in the state of Florida, herein after referred to as **"CARRIER"** , enters into this agreement with the **Alachua County Foster Grandparent Program** , referred to in this agreement as the **"CHARTER CLIENT"**. **CONTACT: Ms. Norma Berger** .
ADDRESS: 218 SE 24th St, Gainesville, FL 32641 **PHONE: 352-264-6757 Fax : 352-264-6703**
CARRIER shall provide transportation to be operated in a safe manner by a qualified and appropriately licensed driver, in a properly insured coach, which said insurance coverage shall be consistent with that maintained by similar entities providing similar services in **CARRIER'S** industry, and **CARRIER** shall provide evidence of such insurance coverage upon reasonable request by **CHARTER CLIENT.** However, **CARRIER** is not responsible for problems arising from traffic, weather, safety conditions of roads, or acts of **GOD,** which may delay or change pick-up/arrival time for your charter. **CARRIER** reserves the right to substitue equipment as long as bus capacity is met, in cases of emergency.
CHARTER CLIENT agrees to exercise reasonable and appropriate management of all occupants of said coach, as a safety precaution, as well as the well-being of said coach. **Charter Client** must verify that all passenger belongings are removed from coach at return or end of service.
Carrier is not responsible for lost or stolen items. The Usage, CONSUMPTION, DISTRIBUTION, OR SALE OF CONTROLLED SUBSTANCES ARE STRICTLY PROHIBITED aboard Coach.
CHARTER CLIENT agrees to pay all charges listed below prior to service rendered . **Charter Client has the right to accept or reject the equipment (coach) on arrival, however, after boarding and the trip or charter is taken, no refund will be given.**
CHARTER CLIENT is responsible for a separate room for the driver(s) when over-night stay is requested, and all Parking and Toll charges, to include Hotel and Airport parking, loading or unloading charges if any.
TO WIT: 2 Luxury Coach 49/47 seats per Coach Total Seats: 96 3 Monitors DVD system PA System
TRANSPORTATION FROM: Gainesville, FL TO: Jacksonville, FL .

Sep 2, 2011	**7:30 am**	**Pick-up**	**218 SE 24th St, Gainesville, FL**
		Drop-off	**1010 N McDuff Ave, Jacksonville, FL**
Sep 2, 2011	**1: 00 pm**	**Pick-up**	**1010 N McDuff Ave, Jacksonville, FL**
	3:00 pm	**Drop-off**	**218 SE 24th St, Gainesville, FL**

TRANSPORTATION CHARGES:	**$ 1590.00**	**TERMS**	**<<<<VOLUNTARY>>>>>**	**COST**
Toll & parking:	**$ 0.00**	**(Tip not included)**		
TOTAL:	**$ 1590.00**			**$**
	$			**$**
Balance due:	**$ 1590.00**			**$**

PAYMENTS MAY BE MADE BY: Cash, check, PO#.

RELIANCE CUSTOM COACH, LLC

Harold D James 7/26/11
SIGNATUR & DATE

Harold D. James, MGM
RELIANCE CUSTOM COACH, LLC

ALACHUA COUNTY

SIGNATURE & DATE

Randall Reid County Manager
PRINT NAME & TITLE

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

Reliance Custom Coach
8008 NW 31 ave #205
Gainesville, FL 32606

Date 7/25/2011
Invoice # 2069

Bill To
Alachua County Foster Grandparents
Norma Berger
218 SE 24th St
Gainesville, FL 32641

Ship To

P.O. #
Terms

Ship Date 7/25/2011
Due Date 7/25/2011
Other

Item	Description	Qty	Price	Amount
Day Rate 49 ...	Bus rental day rate. 10 hours or less Roundtrip transportation to Jacksonville, FL originating Gainesville, FL Spot time: Sept 2, 2011 @ 7:30 am Location: 218 SE 24th St, Gainesville, FL Destination: 1010 N Mc Duff Ave, Jacksonville, FL Reloaad for return 1:00 pm	2	795.00	1,590.00

Reliance Custom Coach
reliancecoach@gmail.com
www.reliancecoach.com

352-642-4695

Subtotal	$1,590.00
Sales Tax (0.0%)	$0.00
Total	$1,590.00
Payments/Credits	$0.00
Balance Due	$1,590.00

Form **W-9**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Please print or type

Name (See **Specific Instructions** on page 2.) Harold D. James

Business name, if different from above. (See **Specific Instructions** on page 2.) Reliance Custom Coach LLC

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.) 8008 NW 31 AVE #205

Requester's name and address (optional)

City, state, and ZIP code Gainesville, FL 32606

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number

or

Employer identification number 26-4612290

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

▶

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here **Signature of U.S. person** ▶ Harold D James **Date** ▶ 7/26/11

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

County Manager Item Summary

ITEM DESCRIPTION:	Contract with Reliance Custom Coach, LLC to provide transportation to Jacksonville 9/2/11 for joint training program with FGP of Jacksonville.

DEPARTMENT	RETURN TO	CONTACT:	PHONE #:
Community Support Services	Elmira K. Warren / Cathie Whitney	Norma Berger	264-6757

DOCUMENT(S) REQUIRING ACTION:	AMOUNT:
Charter Coach Agreement	1590.00

EXECUTIVE SUMMARY:

Reserving 2 charter buses to take 90-100 FGP volunteers to Jacksonville 9/2/11 for special combined training program.

BACKGROUND:

In-service training (at least 4 hours/month) is required for foster grandparent volunteers. Partnering with the City of Jacksonville annually to allow the participants to meet other volunteers to exchange information and ideas is a valuable educational experience. Reliance Custom Coach will be hired to transport the volunteers and staff, at a rate of $1590.00 for the round trip.

ISSUES:

Monies for training and transportation for foster grandparents are included in the budget. A charter bus is the most cost-effective and convenient way to transport them to Jacksonville and back.

ACTION

Recommendation:

Approve and sign Charter Coach Agreement

BUDGETARY IMPACT

Recommendation:

Approve; funds are included in the FY12 FGP budget to cover this event.

Funding Sources:

The Corporation for National and Community Services/General fund

Associated Costs:

None; meal will be provided by the City of Jacksonville's Foster Grandparent Program.

Account Code: 197-2956-564.48-30

Attachments: Charter Coach Agreement

Suggested Reference Material: None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					8/26/11

#7671

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 24, 2011

M E M O R A N D U M

To: David Flagler, Animal Services
Public Works

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants & Contracts Approved by the County Manager on August 21, 2011 & Received in Contracts August 24, 2011**

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.

PETCO FOUNDATION
Application for Grant Funding to offset cost of seized animals
Term: August 21, 2011 until terminated
Amount: $20,000.00 **Account: 167-2500-562.31-61**

Please forward the document to the vendor and keep a copy for your file.
Thank you for your assistance.

Enclosures

cc: File

JDJ/amp

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.

Where pets come first! PETCO FOUNDATION petcofoundation@petco.com

7262 N. Rosemead Blvd.
San Gabriel, CA 91775

Office 626-287-0952
Fax 626-287-9704

Application for Governmental Agencies or Organizations

- Name of Agency or Organization: Alachua County Animal Services
- Address of Agency or Organization: 3400 NE 53rd Ave. Gainesville, FL 32609
- Mailing Address (if different from above):
- Phone 352-264-6890 Fax 352-264-6869
- E-Mail Address DFlagler@alachuacounty.us
- Agency of the City of (if applicable)
- Agency of the County of (if applicable) Alachua
- Date of Organization / Incorporation / Formation 2/29/24
- Federal Taxpayer Identification Number (EIN) 59-6000501
- State Identification Number(s) & Issuing Agencies (if applicable)
- Brief statement of charitable or public purpose(s) for which the organization was formed.

Municipal organization for the protection of pets and people.

- Signature (Officer, Director, Trustee or Manager)

I hereby certify:

1) that the above referenced organization is either an agency or political subdivision of the above referenced state, or an agency of a political subdivision of the above referenced state; and

2) that the contributions received from The PETCO Foundation will be used exclusively for charitable or public purposes as outlined in Section 170 of the Internal Revenue Code of 1986 as amended.

Signature

Randall H. Reid
Printed Name

8/21/11
Date

County Manager
Title

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Application for Governmental Organizations

DEPARTMENT:	RETURN TO	CONTACT: David R. Flagler
PW/Animal Services	David R. Flagler	PHONE 264-6890

DOCUMENT(S) REQUIRING ACTION:	Application to establish that Animal Services is an agency of a political subdivision and that grant funds from PETCO will be used for public purposes.	AMOUNT: $20,000 will be requested.

EXECUTIVE SUMMARY: The Application is necessary for grant funding from the PETCO Foundation.

BACKGROUND: The seizure of cats from Haven Acres has created a financial burden that was not budgeted. Animal Service is attempting to find alternative funding to help offset to cost of providing care for the cats until such time as they can become adopted.

ISSUES: Although HSUS has agreed to pick up the majority of the cost for housing the animals, there exists additional costs that have been incurred by Animal Services in providing staff to care for the animals.

ACTION

Recommendation: Approve and sign the application.

BUDGETARY IMPACT

Recommendation:	Funding will be used to offset costs being incurred by the cat seizure.
Funding Sources:	General Fund / Donation Account
Associated Costs	None
Account Code:	167-2500-562.31-61

ATTACHMENTS: Application for Governmental Agencies and Organizations.

SUGGESTED REFERENCE MATERIAL: KA.

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					8/21/14

#7656

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 4, 2011

MEMORANDUM

To: Norma Berger
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 2, 2011 & Received in Contracts August 3, 2011**

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.

CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC.
Cooperative Service Agreement to provide training to Foster Grandparent volunteers.
Term: July 1, 2011 – June 30, 2013
Amount: N/A Account: N/A

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.co.alachua.fl.us

COOPERATIVE SERVICE AGREEMENT

Whereas, **Alachua County Foster Grandparent's Program and CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC. (Interface Youth Program and Family Action Program and/or Outpatient Services and Prevention Programs)** do hereby agree to work toward the coordination, referral, and effective service delivery of counseling, case management and/or prevention services to clients and their families; and

Whereas, the above organizations recognize a need to utilize services delivered by both organizations for the benefit and welfare of clients and their families, to assure that services are available to clients and families; and

Whereas, the above organizations recognize a need to exchange client-related information with appropriate authorization in order to ensure timely delivery of quality services to the client and family; and

Now, therefore, the **Alachua County Foster Grandparent's Program and CDS Family & Behavioral Health Services, Inc. (Interface Youth Program and Family Action Program and/or Outpatient Services and Prevention Programs**) do mutually enter into a Cooperative Service Agreement to assist clients and their families.

This agreement shall take effect on July 1, 2011 and expire on June 30, 2013.

Signature of Organization Representative

RANDALL H. REID, COUNTY MANAGER

Title

8/2/11

Date

Signature of CDS Inc. Representative

Chief Operations Officer

Title

June 15, 2011

Date

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

County Manager Item Summary

ITEM DESCRIPTION:	CDS Family and Behavioral Health Services, Inc. Cooperative Service Agreement

DEPARTMENT	RETURN TO	CONTACT:	PHONE #:
Community Support Services	Elmira K. Warren / Cathie Whitney	Norma Berger	264 6757

DOCUMENT(S) REQUIRING ACTION:	Cooperative Service Agreement	**AMOUNT:** 0.00

EXECUTIVE SUMMARY:

Cooperative Service Agreement with CDS, Inc.

BACKGROUND:

CDS Family and Behavioral Health Services, Inc. is required to have Cooperative Service Agreement in place with agencies they partner with. CDS provides in-service and pre-service training to Foster Grandparent volunteers several times per year at no cost.

ISSUES:

None

ACTION

Recommendation:

Sign and return two original agreements.

BUDGETARY IMPACT

Recommendation:

Approve and sign, no budgetary impact.

Funding Sources:

N/A

Associated Costs:

None

Account Code: N/A

Attachments: Cooperative Service Agreement (2)

Suggested Reference Material: None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
7/8/11	7/8/11				8/2/11

#7669

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Access Florida Community Partner Network Agreement**

DEPARTMENT:	RETURN TO	CONTACT:	PHONE #:
Court Services	Jim Santangelo	Jim Santangelo	491.4634

DOCUMENT(S) REQUIRING ACTION:	**Access Florida Community Partner Network Agreement**	**AMOUNT:** N/A

EXECUTIVE SUMMARY: As part of our contract with the Department of Children and Families (DCF), we have been asked to have Metamorphosis serve as a self service access site for the Access Florida Program for clients served by Metamorphosis. We will provide forms supplied by DCF, computer access, a phone, fax machine and copier so that clients preparing to leave Metamorphosis who may qualify for food stamps, cash assistance and Medicaid can begin the application process for services before leaving treatment. There is no cost to the County and County staff do not have to be involved in the process beyond providing help to navigate the web page.

BACKGROUND: All programs contracting with DCF are being asked to cooperate in this program.

ISSUES: Having access to these services will assist Metamorphosis clients to transition more smoothly into the community if they require and qualify for these services.

ACTION

Recommendation: Sign the Agreement to allow the provision of these services at no cost to the County.

BUDGETARY IMPACT

Recommendation:	Sign the Agreement to allow access to the services. There is no budgetary impact.
Funding Sources:	N/A
Associated Costs	N/A
Account Code:	N/A

ATTACHMENTS: **Access Florida Community Partner Network Agreement**

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
Jack Liggett for Tom Pownall	8-12			RKM	8/16/11

Rev 8-2003

ACCESS Florida Community Partner Network Agreement

Metamorphosis , located at, **4201 SW 21st Place, Gainesville, FL 32607** , agrees to serve as an access point for applicants and recipients of ACCESS Florida services. For purposes of this agreement ACCESS[1] Florida services are: the Food Assistance Program, Temporary Cash Assistance, Refugee Assistance, and Medicaid programs administered by the Department of Children and Families (the Department).

As a member of the ACCESS Florida Community Network Community Partner will be available to:

❑ Serve our current client population ❑ Serve the general public in our community.

Our name and street address information as listed above may be advertised as an ACCESS Florida Community Network site and listed on the ACCESS Florida public Internet web page at http://www.dcf.state.fl.us/programs/access/

Community Partner agrees to be advertised on the ACCESS Community Partner Network site

❑ Yes X No

****This is requested of partners with access to My ACCESS Account – Partner View.

Our telephone and fax number may also be included with this advertisement.

❑ Yes X No Phone Number: _____Fax Number:_____

Community Partners will provide all services under this Agreement without charge, display ACCESS signage, required informational posters and ACCESS brochures to support customer education and support and will notify the Department of any established partner site closures.

The access level of our organization is:

Choose one:

X Self-Service Site ❑ Assisted Service Site* ❑ Information Site Service Type_____

*** At a minimum, provides services annotated with asterisk (*) below**

Services offered at Our Organization's Site(s):

☑ **Provide informational handouts**

☑ **Provide paper applications as requested by customers**

☑ **Provide access to telephone to call DCF Customer Call Center -** 1-866-762-2237

☑ **Provide computer to apply for assistance on-line***

☑ **Provide printer for ACCESS documents**

☑ **Provide fax machine to fax application and other documents to DCF**

☑ **Provide copy machine to copy application related documents**

☑ **Provide an explanation of the application process***

☑ **Provide assistance to customers to complete / submit their application and /or provide requested information***

☑ **Provide assistance to customers with "My ACCESS Account" ***

☐ **Provide case status information and outstanding information needed to determine eligibility.**

[1] Automated Community Connection to Economic Self-Sufficiency

COMMUNITY PARTNER ASSURANCES

Civil Rights Compliance

Community Partner shall ensure that all civil rights requirements are met. All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin, age, sex, disability, political beliefs or religion. The nondiscrimination poster, "And Justice for All", is posted on the ACCESS Florida internet page at http://www.myflorida.com/accessflorida/. If this web page is not accessible to customers, the "And Justice for All "poster shall be posted in a lobby area for customers to read.

Confidentiality of Client Information.

Community Partner will only use confidential customer case file information to assist the applicant, the recipient, or Department or their respective duly authorized representatives, with the completion of the application process for ACCESS Florida benefits or services, conducting an investigation into performance of this agreement or the administration of ACCESS Florida programs. Community Partner will only disclose confidential customer case file information to the applicant, the recipient, or Department, or their respective duly authorized representatives only for those purposes set forth in this section. If Community Partner has questions or concerns about safeguarding of confidential case file information or an intended use or disclosure of such information, Community Partner must contact the appropriate local DCF office Contact Person, or their designee. Community Partner agrees not to implement an intended use or disclosure unless approved by DCF. Community Partner agrees to notify the appropriate local DCF contact person within 48 hours of the receipt of verbal or written requests for case file information. No information obtained from a customer's records may be shared with individuals or organizations. Community Partner will only access confidential customer case file information if they are an approved Assisted Service Site, have completed all required security training and have been given a consent form from the customer allowing access to information that is dated within 90 days of the access to information.

Health Insurance Portability and Accountability Act

Where applicable, community partners agree to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated hereunder (45 CFR Parts 160, 162, and 164).

Brochures, ACCESS Materials and Signage

Community Partner shall ensure that customers are aware that they are an ACCESS Partner by displaying an ACCESS Sign in their store front window or other appropriate area as agreed upon between the Department and the Community Partner. Brochures, paper applications and other informational ACCESS materials may be made available to customers.

Training and Site Visits

Community Partner shall participate in on-line training as provided by the Department in the following areas: (1) the use or disclosure of confidential case file information, including information governed by the Health Insurance Portability and Accountability Act of 1996 and its implementing federal regulations; (2) Civil Rights requirements; and (3) the Department's annual Security Awareness Training for those partners using the My ACCESS account Partner View.

Additionally, the Community Partner will participate in either the on-line training modules or other training sessions provided by the Department that address (1) ACCESS Program overview, (2) the My ACCESS Account Status training. The Community Partner agrees to on-site monitoring as established by the Department.

Note: Upon request, an optional WEB Application training is available for those Community Partners who assist the customer in completing the on-line web application.

Information Security Obligations

Community Partner shall be held responsible for information security, especially involving the access, transport or storing of sensitive and confidential information. Fulfillment of security responsibilities shall be mandatory and violations may be cause for action, up to and including civil penalties or criminal penalties under chapters 119, 812, 815, 817, 839, or 877, Florida Statutes, or similar laws.

Client Risk Prevention and Incident Reporting

Community Partner must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number of 1-800-962-2873 (1-800-96ABUSE). This requirement is binding upon Community Partner and its officers, agents, and employees, as required by chapters 39 and 415, Florida Statutes.

ADDITIONAL ASSURANCES FOR PARTNERS UTILIZING THE PARTNER VIEW SYSTEM

The My ACCESS Account – Partner View is a system that allows limited access to customer information to certain personnel who are actively assisting customers with their ACCESS Florida program activity. If Community Partner has access to this system, it shall perform the following:

- Assist customers in completing the web application as requested. Community Partners that assist the customer completing screens on the web application shall have the customer submit the electronic application themselves unless the Community Partner is acting as the authorized representative and has all required documentation verifying their designation as the authorized representative.
- Assist customers to understand what verifications are outstanding and necessary in order for Department to determine eligibility for the Medicaid, Food Assistance, and/or Temporary Cash Assistance programs.
- Assist customers with verifying case status and eligibility information through opening their account on MyAccount
- Assist customers with understanding the availability of public assistance benefits and services administered by Department
- Notify Department if Community Partner has case information in its possession, custody, or control concerning a customer that is inconsistent with Department's information.
- Follow Department policies regarding obtaining information not available on the Partner View system
- Monitor their employees and volunteers to ensure all guidelines set forth in this agreement are followed.
- Prior to viewing customer case file information, a standalone written consent or authorization from the applicant or recipient authorizing Department to share confidential public assistance case file information related to eligibility determination with the Community Partner organization. The consent or authorization shall comply with Department policies and must be available to Department or its designated representatives, as necessary, during normal business hours for review and comparison against inquiries made on the ACCESS system for a period of three years from the date such consent or authorization is received from the applicant, recipient, or authorized household representative. Failure to have valid consent forms may result in the Partner loosing access to customer information.

Community Partners must complete and submit all designated security forms for each individual allowed access to confidential customer case file information as required by Department. Community Partner must notify Department's liaison of termination of any Community Partner employees that have or had access to confidential customer case file information.

DEPARTMENT ASSURANCES

Training

Department will offer training to Community Partner in the following areas:
(1) the use or disclosure of confidential case file information, including information governed by the Health Insurance Portability and Accountability Act of 1996 and its implementing federal regulations; (2) Civil Rights requirements; and (3) for those partners using the Partner View system, Department's annual Security Awareness training. Additionally, the Department offers on-line or class room training that address (1) ACCESS Program overview, (2) the My ACCESS Account Status training.

Supplies and Materials

The Department will supply and replenish ACCESS signage, paper applications and public assistance programs literature as needed at no cost to Community Partner. Community Partner must notify Department of the need for additional literature in a timely manner based on its local demand levels.

Eligibility Determination

The Department will complete the eligibility determination process on completed applications received from Community Partner site(s), including timely notifying applicants of the eligibility decision, the availability of hearing rights, and how fair hearings may be requested.

For Community Partners using the My ACCESS Account Partner View System

Department will provide limited access to confidential customer case file information. This access will be granted solely to assist Community Partner in their limited role of assisting with the administration of ACCESS Florida services. The department will monitor Community Partner's compliance with the terms and conditions of customer consent or authorization relating to information concerning applicant and recipient households and assistance groups. Monitoring will occur using on-site visits, computerized surveillance, desk reviews and by other means deemed necessary by Department.

MUTUAL AGREEMENT

Start Date and End Date

❑ This agreement shall begin on _____or on the date on which it is signed by the last party required to sign it, whichever is latest.

❑ This agreement shall end at midnight, local time in _____, Florida, on _____

X This agreement will remain in effect unless terminated by either party with proper notice.

Termination

1. This agreement can be terminated by either party without cause upon no less than 30 calendar days notice in writing to the other party, unless an earlier time is mutually agreed upon in writing.

2. This agreement may be terminated for Community Partner's non-performance upon no less than 24 hours notice in writing by Department. Department may but is not required to exercise the provisions of Rule 60A-1.006(3), Florida Administrative Code, if this agreement is terminated for nonperformance. Waiver of any breach of this agreement shall not be deemed a waiver of any other breach and shall not be construed to be a modification of this agreement. The Department may exercise all other rights and remedies at law or in equity to redress a breach of this agreement

3. Community Partner's failure to perform any obligation required by any other agreement in a manner satisfactory to Department will be sufficient cause to terminate this agreement. To be terminated as a partner under this subparagraph, Community Partner must have: (1) previously failed to satisfactorily perform in a contract with Department, been notified by Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to Department's satisfaction; or (2) had a contract terminated by Department for cause.

The contact person, or their designee, shall be responsible for informing the appropriate local Department of performance concerns of which the Community Partner becomes aware in the performance of its duties and responsibilities, and be responsible for providing in a timely manner the appropriate local Department of Children and Families office with original or copies of documentation required by this agreement, and for being available to Department for consultation and assistance, as requested by Department or as agreed by Community Partner, during Community Partner's normal business hours and days of operation.

1.Community Partner's name, as shown on page 1, mailing address, telephone number and e-mail address is:

Metamorphosis
4201 SW 21st Place
Gainesville, FL 32607
352-955-2450
Melanie Corona <mcorona@alachuacounty.us>

2. The name, address, telephone number and e-mail address of Department of Children and Families ACCESS Program contact person is:

Cheryl Twombly, Liaison
1000 NE 16th Ave., Bld J
Gainesville, FL 32601
352-955-5404 or 352- 283-5562
Cheryl_Twombly@dcf.state.fl.us

The Department's contact person will be available to assist Community Partner in its performance of this agreement on an "as needed" basis during Department's normal business hours and days of operation. All contact with Department by the Community Partner must be through Department's

local contact person.

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

SIGNATURES

Signature of Community Agency Executive or Designee		Date
Printed Name of the Executive or Designee	RANDALL H. REID, COUNTY MANAGER	Date
Signature of DCF Regional Director, Circuit Administrator or Designee		Date
Printed Name of the Regional Director, Circuit Administrator or Designee		Date

Additional information needed

Community Partner Contact Name:	Melanie Corona
Contact Phone Number (and extension, if applicable):	352.955.2450
Contact E-Mail Address:	mcorona@alachuacounty.us
Alternate Contact Name:	Jim Santangelo
Alternate Contact Phone (and extension, if applicable):	352.491.4634
Alternate Contact E-Mail Address:	jes@alachuacounty.us
Fax Number:	352.955.2452
Website (if applicable):	
Days of Week Open:	Mon - Friday
Hours of Operation:	0800 - 1700

#7668

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Request to Florida Fish & Wildlife Conservation Commission for financial assistance for tortoise habitat management at the new fairgrounds		
DEPARTMENT: Environmental Protection	**RETURN TO** Stephen Hofstetter	**CONTACT:** Stephen Hofstetter	
		PHONE 264-6811	
DOCUMENT(S) REQUIRING ACTION:	Two Gopher Tortoise Habitat Management Assistance Request	**AMOUNT: $2,400**	

EXECUTIVE SUMMARY: The county is requesting funding from the Florida Fish & Wildlife Conservation Commission (FWC) to help pay for management activities within the conservation management area of the proposed Alachua County Fairgrounds and Resource Recovery Park property. The request is for $2,400 for FY12 management activities at the fairground. There is no required match fund for this grant application. Through this program, the county was successfully awarded a total of $8,194.74 over the last two years for management activities at the fairground property.

BACKGROUND: As part of the preliminary site plan approval for the new Alachua County Fairgrounds and Resource Recovery Park, the County designated 56 acres of the site as listed-species habitat and protected as a Conservation Management Area (CMA). The FWC Gopher Tortoise Habitat Management Assistance Program is designed to help local governments manage lands for gopher tortoise habitat. Staff would like to continue management of the site and requests approval to apply again for funding through this program.

This program is offered once a year and if awarded, the work must be completed between October 10, 2011 and May 25, 2012. Recipients of funding assistance will be notified by September 7, 2011.

ISSUES: None

ACTION

Recommendation: Sign green sheet

BUDGETARY IMPACT

Recommendation:	Approve submittal of application
Funding Sources:	Florida Fish & Wildlife Conservation Commission, no match required
Associated Costs	None
Account Code:	342-4501-334.90-00

ATTACHMENTS:	Gopher Tortoise Habitat Management Assistance Request
SUGGESTED REFERENCE MATERIAL:	NA

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
CB	ap 8/16/11	SS	RL	BMH	8/16/11

Gopher Tortoise Habitat Management Assistance Funding Requirements

The Gopher Tortoise Management Plan places great importance on the ability of protected lands to support gopher tortoise populations at levels that will ensure the long-term security of the species. Currently, protected habitat in public ownership represents 40% of the estimated gopher tortoise habitat remaining in the state. Florida Fish and Wildlife Conservation Commission manages only 10% of the publicly owned gopher tortoise habitat statewide and has therefore identified the need to partner with other public agencies. To help facilitate habitat management, FWC is requesting projects from counties and municipalities which will optimize gopher tortoise carrying capacity on protected lands through appropriate habitat management. Requests must be for active management of potential gopher tortoise habitat. Management activities consist of prescribed burning, and/or a combination of multiple activities to assist with prescribed burn such as fire line installation, mechanical treatment, fuel reduction, and exotic removal. Requests for assistance must manage at least 25 acres of gopher tortoise habitat, cannot include permitted gopher tortoise recipient sites or sites with a submitted recipient site application, and cannot exceed $15,000 per project (but larger projects with additional funding sources may apply). Requests must include an aerial map, soils map, FLUCCS map, and a burrow survey. For sites less than 50 acres, surveys should consist of an assessment of at least 15% of the potential habitat. For sites larger than 50 acres, surveys should consist of an assessment of at least 5% of the potential habitat. The burrow survey should be conducted according to the survey protocol included in Appendix 4 of the Gopher Tortoise Permitting Guidelines (June 2011). Burrow surveys do not have to be completed by an Authorized Gopher Tortoise Agent but must have been conducted within the last two years. **Project proposals must be received by FWC no later than Wednesday, 16 August 2011.** Recipients of funding assistance will be notified by Wednesday, 7 September 2011. Projects must begin after Monday, 10 October 2011 and must be completed with a final invoice and project completion report submitted to FWC by Friday, 25 May 2012. Assistance will be prioritized based on cost per acre managed and plans for ongoing habitat management on the property. Submission of a request does not guarantee assistance from FWC. Assistance will be provided as cost reimbursement which must be invoiced as total cost. Projects shall be submitted to the attention of Allie Perryman by either e-mail, Alexandra.Perryman@MyFWC.com or ground mail, 620 S. Meridian, MS-2A, Tallahassee, FL 32399. Please use additional pages as needed. For additional information, contact Allie Perryman at (850) 921-1145.

Contact Information (*all entities must be registered in MyFloridaMarketPlace and contact info below must match My Florida Market Place registration information*)**:**

Name: Stephen Hofstetter/Roseann Gilmore Affiliation: Alachua County Environmental Protection Department/Alachua County Board of County Commissioners

FEID Number: 59-6000501 Phone Number: 352-264-6811 / 352-374-2519

E-mail Address: shofstetter@alachuacounty.us / rdg@alachuaclerk.org Street Address: 201 SE 2nd Avenue, Suite 201

City: Gainesville State: Florida Postal Code: 32601

Project Site Information:

Owner/Manager: Alachua County City: Gainesville County: Alachua

Parcel ID (please list all): 07872-003-002, 07872-003-003, 07872-003-005, 07872-003-008, 07872-003-009

Latitude: 82°15'29.115"W Longitude: 29°42'51.011"N

Section: 13 Township: 9 Range: 20 East

Is the project site under conservation easement designated as public conservation lands? If yes, please describe. The property is owned by Alachua County and an approved Preliminary Development Plan and Planned Development identifies the area as Conservation Management Area and listed species habitat to comply with Alachua County's Comprehensive Plan and Unified Land Development Code regulations for habitat set-aside. Since the property is already under public ownership, deed restrictions limiting the use of the conservation management area are proposed as the legal document of permanent protection when the project comes in for Final Development Plan approval.

Date of most recent gopher tortoise burrow survey (must be within the last two years): January 2009

Are gopher tortoise burrows located within the proposed project area?

a. **Yes** (304 Estimated Number of Burrows) b. No

Have gopher tortoises been relocated to the property in the past (i.e., those associated with incidental take permits or standard relocation permits)? No

For each proposed management activity, list the number of acres that will be managed and total funds requested (e.g., 50-acre prescribed burn completed by third party contactor for $3,000)? The proposed management activities for this year include hardwood thinning (4 acres for a total of $ 2,400) and pine harvesting/thinning to open up the canopy (50 acres). Total amount requested $2,400 to cover the hardwood thinning that will be completed by a contractor. Over the past two years we installed and maintained fire lines and burned half of the project area for $8,194.74 with great results. This year we would like focus on thinning the canopy (through pine and hardwood tree removal) to improve the habitat for gopher tortoises.

Estimated project start date: November 7, 2011 Estimated project completion date: May 21, 2012

Acres of potential/occupied gopher tortoise habitat benefiting from the proposed activity(s): 56 acres

Total cost per acre of gopher tortoise habitat managed: $42.86 per acre

What is the direct benefit to gopher tortoises from the proposed management activities? Approximately 16-year old stands of planted Slash and Sand pine covers the majority of the uplands of the site. Historically, these uplands most likely supported natural mesic flatwoods and xeric sandhill dominated by Longleaf pine. Today, the historic Longleaf pine canopy has been replaced by a dense planted Slash and Sand pine canopy although groundcover and some understory trees and shrubs typical of the historic natural flatwoods and sandhill remain. Two years ago, we installed several fire lines and burned approximately half of the preserve, which resulted in improved habitat for these areas. Based on initial evaluations of these areas, gopher tortoise populations are highest in the areas that were burned. This year, we would like to thin the hardwood dominated areas, approximately 4 acres in size, and we would like to harvest about 30 – 40% of the pine trees to open up the canopy to increase ground cover and habitat for the tortoises.

Will other wildlife species benefit from the project? Yes If so please explain. _There is an existing population of the Giant Orchid, *Pteroglossaspis ecristata*, a State Threatened species which will benefit from fire management and a more open canopy. In addition, native flora and fauna typical of North Florida sandhill habitat, which has been suppressed by a lack of fire management will benefit from these activities. Last year, gopher frogs, *Rana capito*, and a diamondback rattlesnake, *Crotalus adamanteus*, were discovered during tortoise burrow surveys. Attached is a list of plant and wildlife species observed on the property as part of a Natural Resource Inventory and Environmental Assessment completed by Pandion Systems, Inc. for Alachua County dated May 19, 2009.___

Is there a management plan for this property? __Yes_____

Briefly describe any plans for continued future management. _The conservation management area will be part of an approved development plan with long-term management requirements and funding. Proposed management activities will address short-term management requirements and funding. Management activities will address short-term goals of achieving appropriate canopy coverage (canopy thinning, pine harvesting, and other treatments to achieve immediate site enhancement) as well as long-term goals of establishing thriving understory to support gopher tortoise (prescribed fires) in perpetuity. These treatments will be designed in conjunction with an ongoing research study targeted at evaluating gopher tortoise health and distribution in response to different habitat quality and density._____

How did you learn of this habitat management assistance opportunity? __We applied last year and received email notifications

Additional items to include: _x_ Aerial Map* _x_ FLUCCS Map* _x_ Soils Map* _x_ Burrow Survey*

* Maps must include the overall property boundary and the location of all proposed habitat management activities

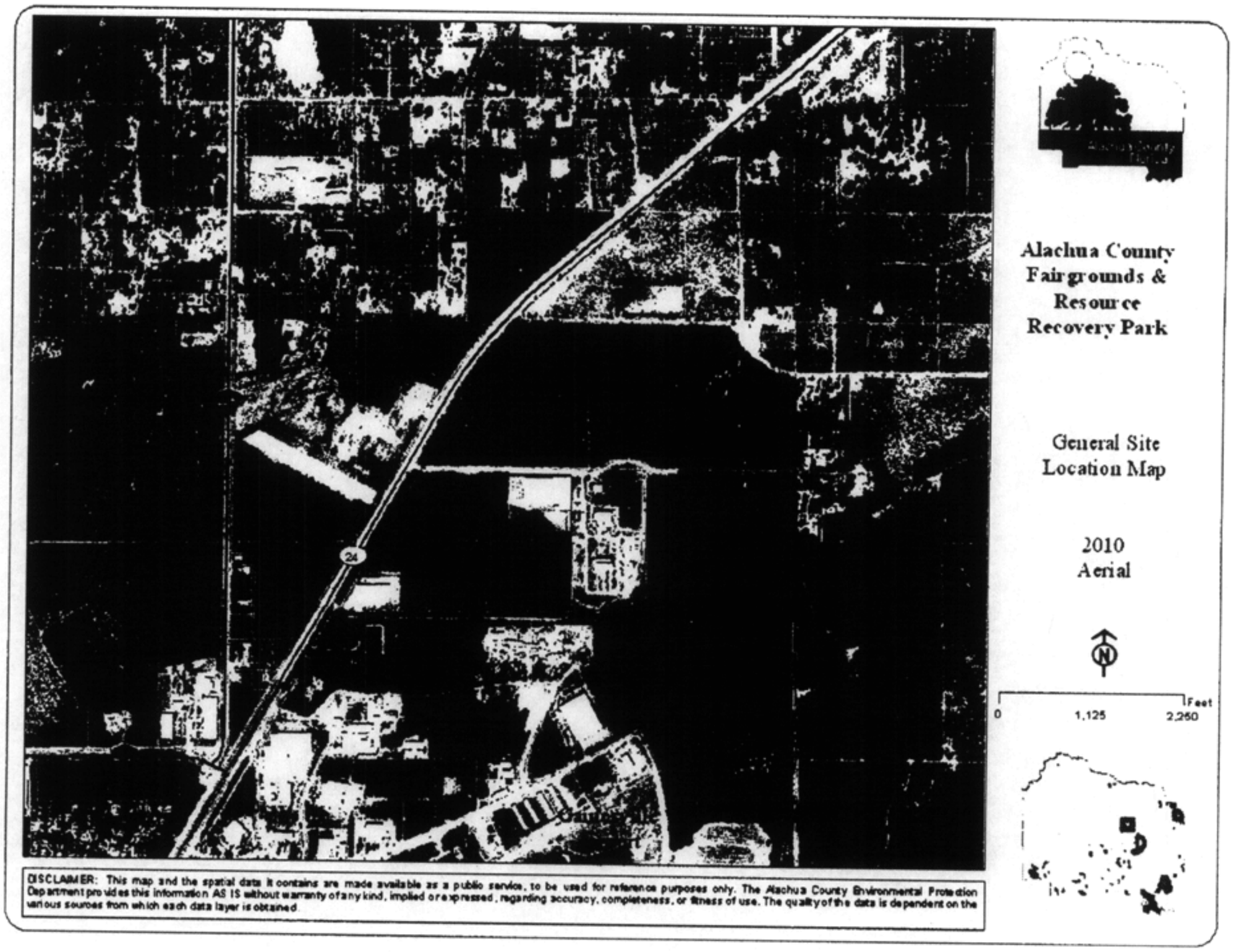


Figure 1: 2008 Aerial Map – Blue outline is entire project boundary, red outline is conservation management area.

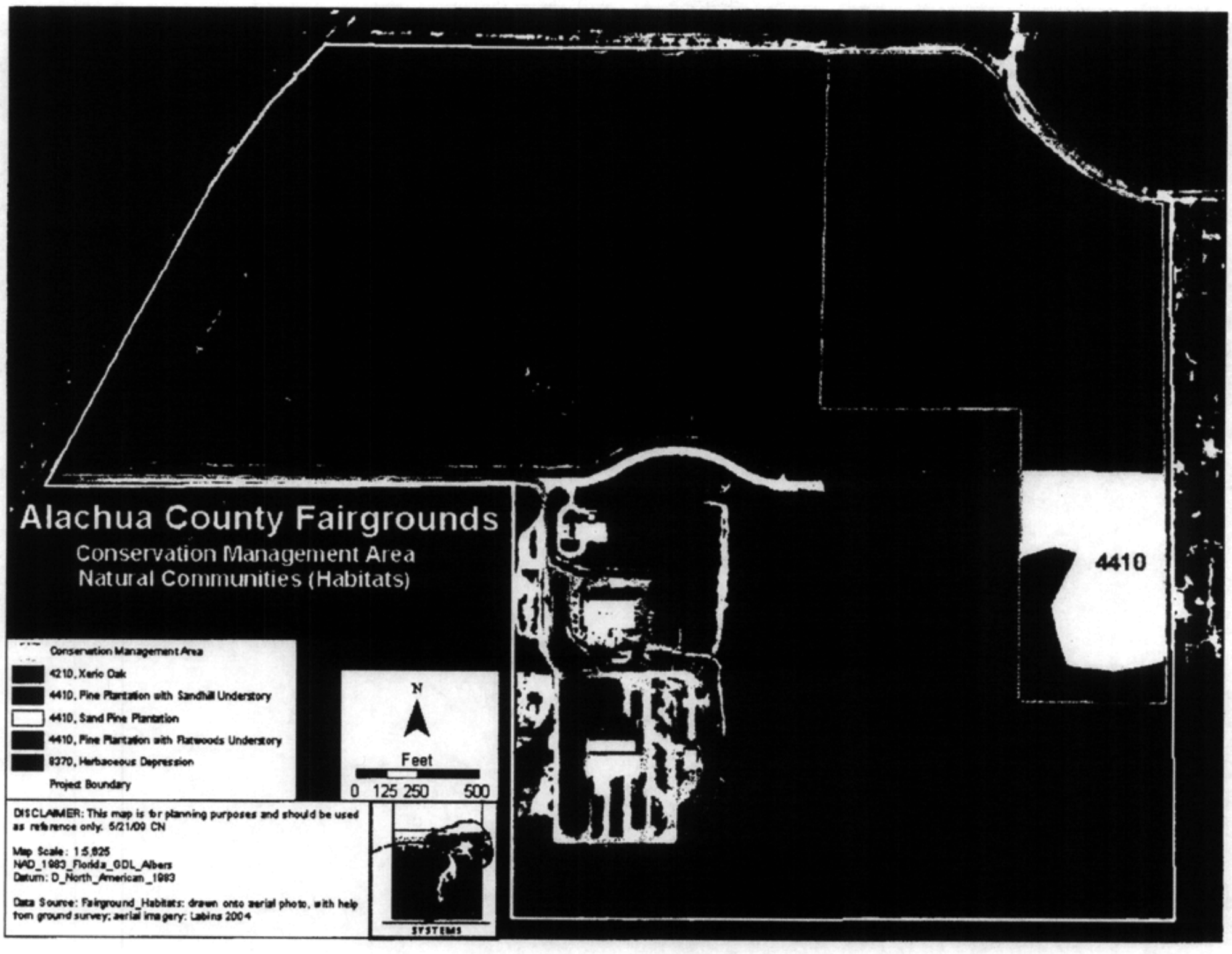


Figure 2: Natural Communities (habitats) within the conservation management area.

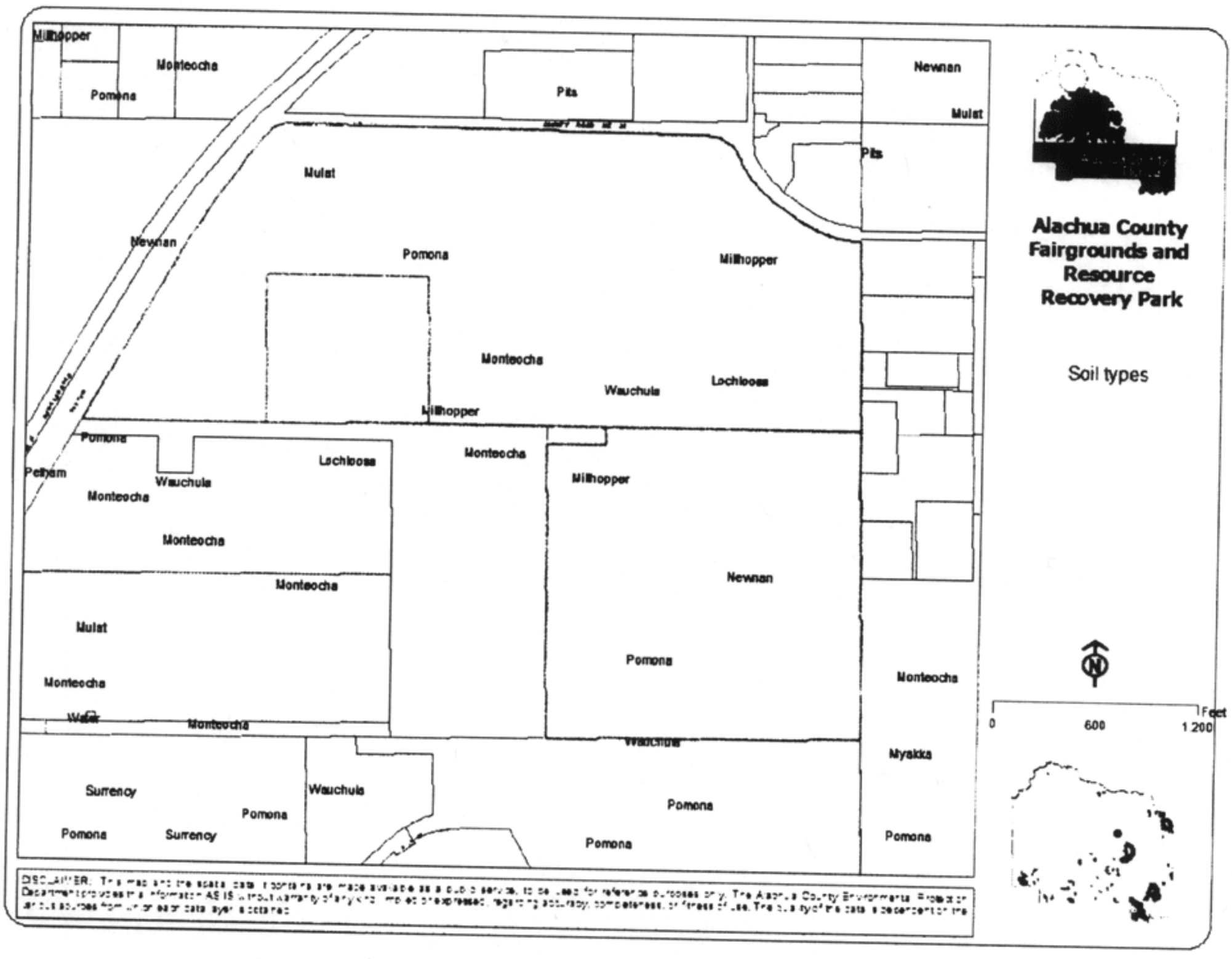


Figure 3: Soils map (Source: Soil Survey of Alachua County Florida, USDA Soil Conservation Service, 1985).

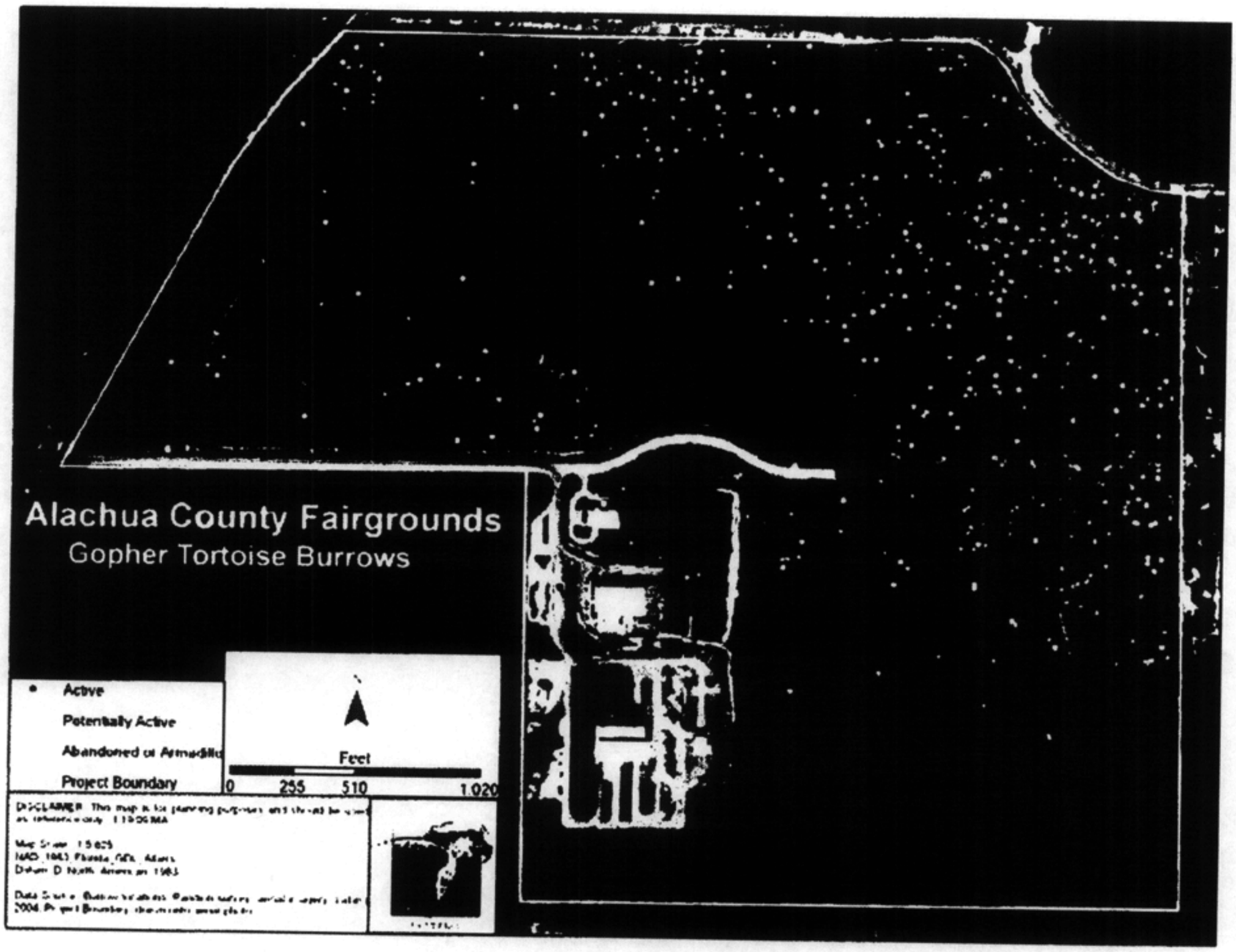


Figure 4: Gopher tortoise burrow survey (January 2009).

Plants and Wildlife List for the Property (*Appendix from the Alachua County Fairgrounds: Natural Resource Inventory and Environmental Assessment by Pandion Systems, Inc. with David W. Hall consultant, Inc., and Hendrix Consulting, Inc. May 19, 2009.*)

Common Name	**Scientific Name**
Plants	
American Beautyberry	*Callicarpa americana*
Bahia Grass*	*Paspalum notatum*
Big Bluestem	*Andropogon glomeratus*
Big Gallberry	*Ilex coriacea*
Blackgum	*Nyssa sylvatica var. biflora*
Bluejack Oak	*Quercus incana*
Bracken Fern	*Pteridium aquilinum*
Broom Grass	*Andropogon virginicus*
Catbrier	*Smilax bona-nox*
Centipede Grass	*Eremochloa ophiuroides*
Cinnamon Fern	*Osmunda cinnamomea*
Dahoon	*Ilex cassine*
Deer's Tongue	*Carphephorus odoratissimus*
Dog Fennel	*Eupatorium capillifolium*
Flag Pawpaw	*Asimina obovata*
Gallberry	*Ilex glabra*
Giant Orchid	*Pteroglossapsis ecrista*
Grassleaf Roseling	*Callisea graminae*
Hackberry	*Celtis laevigata*
Highbush Blueberry	*Vaccinium corymbosum*
Horse Weed	*Conyza canadensis*
Longleaf Pine	*Pinus palustris*
Maidencane	*Panicum hemitomon*
Muscadine Grape	*Vitis rotundifolia*
Persimmon	*Diospyros virginiana*
Pond Cypress	*Taxodium ascendens*
Purple Passion Flower	*Passiflora incarnata*
Red Maple	*Acer rubrum*
Reindeer-moss	*Cladonia* species
Runner Oak	*Quercus pumila*
Sand Blackberry	*Rubus cuneifolius*
Sand Live Oak	*Quercus geminata*
Saw Palmetto	*Serenoa repens*
Shiny Blueberry	*Vaccinium myrsinites*
Shiny Lyonia	*Lyonia lucida*
Slash Pine	*Pinus elliottii*
Sparkleberry	*Vaccinium arboreum*
St. Andrew's-cross	*Hypericum hypericoides*
St. John's Wort	*Hypericum fasciculatum*
Swampbay	*Persea palustris*
Sweetbay	*Magnolia virginiana*

Common Name	Scientific Name
Tarflower	*Befaria racemosa*
Tread Softly	*Cnidoscolus stimulosus*
Turkey Oak	*Quercus laevis*
Upland Laurel Oak	*Quercus hemisphaerica*
Virginia Chain Fern	*Woodwardia virginica*
Water Oak	*Quercus nigra*
Winged Elm	*Ulmus alata*
Winged Sumac	*Rhus copallinum*
Wire Grass	*Aristida stricta*
Yellow Jessamine	*Gelsemium sempervirens*
Birds	
American Crow	*Corvus brachyrhynchos*
American Robin	*Turdus migratorius*
Bald Eagle	*Haliaeetus leucocephalus*
Belted Kingfisher	*Megaceryle alcyon*
Blue Jay	*Cyanocitta cristata*
Brown Thrasher	*Toxostoma rufum*
Carolina Chickadee	*Parus carolinensis*
Carolina Wren	*Thryothorus ludovicianus*
Cattle Egret	*Bubulcus ibis*
Chipping Sparrow	*Spizella passerina*
Common Yellowthroat	*Geothlypis trichas*
Eastern Bluebird	*Sialia sialis*
Eastern Phoebe	*Sayornis phoebe*
Eurasian Collared-Dove	*Streptopelia decaocto*
Fish Crow	*Corvus ossifragus*
Gray Catbird	*Dumetella carolinensis*
Great Crested Flycatcher	*Myiarchus crinitus*
Mourning Dove	*Zenaida macroura*
Northern Cardinal	*Cardinalis cardinalis*
Northern Mockingbird	*Mimus polyglottos*
Palm Warbler	*Dendroica palmarum*
Pileated Woodpecker	*Dryocopus pileatus*
Pine Warbler	*Dendroica pinus*
Red-bellied Woodpecker	*Melanerpes carolinus*
Red-tailed Hawk	*Buteo jamaicensis*
Ruby-crowned Kinglet	*Regulus calendula*
Eastern Towhee	*Pipilo erythrophthalmus*
Summer Tanager	*Piranga rubra*
Swallow-tailed Kite	*Elanoides forficatus*
Tree Swallow	*Tachycineta bicolor*
Tufted Titmouse	*Baeolophus bicolor*
Wild Turkey	*Meleagris gallopavo*
Yellow-billed Cuckoo	*Coccyzus americanus*
Yellow-rumped Warbler	*Dendroica coronate*

Common Name	Scientific Name
Reptiles	
Gopher Tortoise	*Gopherus polyphemus*
Oak Toad	*Bufo quercicus*
Southern Fence Lizard	*Scleroporus undulates undulatus*
Fish	
Mosquito Fish	*Gambusia affinis*
Mammals	
Domestic Dog	*Canis lupus familiaris*
Eastern Cottontail Rabbit	*Sylvilagus floridanus*
Eastern Gray Squirrel	*Sciurus carolinensis*
Eastern Mole	*Scalopus aquaticus*
Nine-banded Armadillo	*Dasypus novemcinctus*
Pocket Gopher	*Geomys pinetis*
White-tailed Deer	*Odocoileus virginianus*
Insects	
American Grasshopper	*Schistocerca americana*
Citrine Forktail	*Ischnura hastata*
Little Yellow	*Eurema lisa*
Roseate Skimmer	*Orthemis ferruginea*

* Invasive Exotic Species

7665

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 11, 2011

MEMORANDUM

To: David Flagler, Animal Services
Public Works

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants & Contracts Approved by the County Manager on August 10, 2011 and received in Contracts August 10, 2011**

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.

SCHAEDEL, KAREN E. D.V.M.
Agreement for Veterinarian Services for the Animal Shelter
Term: August 9, 2011 – September 30, 2012
Amount: $50,000.00 Not to Exceed **Account: 001-2500-562.34-99**

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: F&A
Purchasing
Ken Fair
File

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement for veterinary services for Alachua County Animal Shelter		
DEPARTMENT: PW/Animal Services	**RETURN TO** David R. Flagler	**CONTACT:** David R. Flagler	**PHONE** 264-3890
DOCUMENT(S) REQUIRING ACTION:	Agreement between, Alachua County and Karen E. Schaedel, D.V.M. for veterinary services for Alachua County Animal Shelter	**AMOUNT:**	$40/hr, NTE $50,000 annually

EXECUTIVE SUMMARY: Agreement providing for veterinary services to examine, treat, vaccinate and sterilize animals received at and adopted through the animal shelter when the County's Veterinarian is on leave. This Agreement is for the provision of these services until the services are no longer required.

BACKGROUND: Alachua County Animal Services receives approximately 7,500 companion animals each year at the animal shelter. Most of these animals are stray animals without owners that require basic medical examination and treatment during the time that they are sheltered. It is the goal of Animal Services to provide the necessary care of these animals and to attempt placement of the animals into new homes.

ISSUES: Cost of services provide under this agreement will not exceed $50,000 per year.

ACTION

Recommendation: Approve and sign the Agreement with Dr. Schaedel for veterinary services for the Alachua County Animal Shelter.

BUDGETARY IMPACT

Recommendation:	The funding for this position will be taken from the salary of the Veterinarian position for Animal Services.
Funding Sources:	General Fund
Associated Costs	Medical supplies, pharmaceuticals, anesthetics are already budgeted.
Account Code:	001-2500-562.34-99

ATTACHMENTS: Agreement between Alachua County and Karen E.Schaedel, DVM.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
Ref for RH 7/20/11					8/10/11

VETERINARIAN SERVICES AGREEMENT BETWEEN KAREN E. SCHAEDEL, D.V.M AND ALACHUA COUNTY

This Agreement is entered into this _____ day of _____ , 20____ 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 Karen E. Schaedel, D.V.M., hereinafter referred to as "Veterinarian";

WITNESSETH

Whereas, the County desires to employ the Veterinarian to provide services for veterinary services for animals at the Alachua County Animal Shelter on an as needed basis; and,

Whereas, the Veterinarian is licensed to practice veterinary medicine in the State of Florida;

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 on the date executed by both parties and continues until September 30, 2012 Unless earlier terminated as provide herein. This Agreement may be amended at the option of the County for additional one (1) year terms at the terms and conditions contained in this Agreement.

   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. **Representations**. By executing this Agreement, the Veterinarian makes the following express representations to the County:

   2.1. The Veterinarian is a Doctor of Veterinary Medicine licensed to practice in the State of Florida;

   2.2. The Veterinarian shall maintain all necessary licenses, permits or other authorizations necessary to act as a Veterinarian while providing services for County;

   2.3. The Veterinarian has become familiar with the requirements, site and the local conditions under services are to be provided;

   2.4. The Veterinarian shall provide all services by this Agreement in a manner consistent

with standard of the profession.

3. **Duties of the Veterinarian**. The Veterinarian shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment A.**

4. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Veterinarian:

4.1. Provide shared office space for the Veterarian's use while working at the AlachauAlachua Couty Animal Shelter Drugs, equipment, and necessary supplies.

4.2. Drugs that are listed as controlled or scheduled by the DEA are to be locked away. Generally, the only person with access to those drugs will be the Veterinarian.

4.3. If medication is necessary for the capture of fractious animals and/or the euthanasia of an animal, and the Veterinarian is not available, the Director of Animal Services will have access to the latter drugs on an emergency basis only.

4.4. Any controlled/scheduled drugs ordered under the Vterinarin's DEA licesne will be reconciled by the Veterinarian on a weekly basis with the controlled drug log. If there is any discrepancy, the Veterinarian reserves the right to secure any controlled/scheduled medications ordered with their DEA registration and disallow use by any other party.

4.5. The County agrees to order supplies deemed necessary by the Veterinarian within medical reason providing funding is available.

4.6. Processing of the necessary paper work on each animal treated at the facility.

4.7. Provide appropriately trained support personnel to assist with surgical, diagnostic, and treatment procedures. Though the personnel will be overseen and utilized on a day-to-day basis by the Veterinarian as he/she see fit, this personnel will be hired and managed by the County.

5. **Method of Payment**. For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Veterinarian shall be paid in accordance with this section.

5.1. The Veterinarian shall be paid for those services required by this Agreement not to exceed an hourly rate of forty dollars ($40.00), rounded up to the nearest quarter of an hour

5.2. No additional reimbursable expenses will be paid under this Agreement.
5.3. If the Veterinarian's duties, obligations and responsibilities are materially changed

through no fault of the Veterinarian after execution of this Agreement, additional compensation shall be paid as may be mutually agreed to my amendment to this Agreement:

5.4. As a condition precedent for any payment, the Veterinarian shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly. The Veterinarian's invoice shall describe the service rendered, the dates thereof, the time expended, if billed by hour, and the person(s) rendering such service. The Veterinarian'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 Veterinarian'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 and that the amount requested is currently due and owing, there being no reason known to the Veterinarian that payment of any portion thereof should be withheld.. The Veterinarian shall submit invoices to the County at the following address:

Alachua County Animal Services
Accounts Payable
3400 NE 53rd Avenue
Gainesville, Florida 32609

5.5. In the event that the County becomes credibly informed that any representations of the Veterinarian relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Veterinarian until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.6. The County shall make payment to the Veterinarian, of 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:

Karen E. Schaedel, DVM
4025 SW 18th Street
Gainesville, Florida 32608

6. <u>Personnel</u>.

6.1. The Veterinarian will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	**FUNCTION**
Karen E. Schaedel	Veterinarian]

7. **Notice**. 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, Veterinarian's and County representative are:

County
David R. Flagler, Director
Alachua County Animal Services
3400 NE 53rd Avenue
Gainesville, Florida 32609

Veterinarian:
Karen E. Schaedel, DVM
10927 SW 24th Avenue
Gainesville, Florida 32607

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
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

8. **Default and Termination.**

8.1. The failure of the Veterinarian to comply with any provision of this Agreement will place the Veterinarian in default. Prior to terminating the Agreement, the County will notify the Veterinarian in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Veterinarian seven (7) days to cure the default. The Animal Services Director 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 Veterinarian.

8.2. The County or may also terminate the Agreement without cause by providing written notice to the Veterinarian. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Veterinarian will immediately discontinue all services. In the event of such termination for convenience, Veterinarian recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Veterinarian 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.

8.3. The Veterinarian may terminate this Agreement at any time by giving thirty (30) days written notice to the County. The Veterinarian shall be paid the contracted rate provide in this Agreement for any services provide and work performed prior to the specified date fop termination.

8.4. 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 Veterinarian. The County will be the final authority as to the availability of funds. The County will pay the Veterinarian 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 Veterinarian shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Veterinarian's possession relating to this Agreement. Additionally, the Veterinarian 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, Veterinarian may claim that some or all of Veterinarian'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 Veterinarian in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Veterinarian 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 Veterinarian as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Veterinarian in writing of any request received by the County for disclosure of Veterinarian's Confidential Information and the Veterinarian may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Veterinarian 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. Veterinarian shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Veterinarian's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Veterinarian 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. Veterinarian releases County from claims or damages related to disclosure by County.

10. <u>Insurance</u>. The Veterinarian will procure and maintain insurance throughout the entire term of this Agreement as provided below.

10.1. The Veterinarian shall provide and maintain, at her own expense during the term of this agreement, a policy or policies of professional liability insurance. Coverage must be afforded, under an "occurrence" form policy or "claims made" form in limits not less than $300,000.00. It is required that Professional Liability Insurance coverage be provided for all acts and omissions of the Veterinarian that occur during the term of this agreement and shall insure against any and all claims which may arise out of or in connection with the performance of any services pursuant to this agreement. If this coverage is written on a claims made form, proof of extended reporting period coverage is required. Said professional liability insurance shall be in full force and effect for the entire duration of this agreement, including any extensions or renewals thereof.

10.2. The Veterinarian shall provide the County with a certificate of insurance or photocopy of the active insurance policyupon execution of this agreement.

11. <u>Permits.</u> The Veterinarian will obtain and pay for all necessary licenses required for the Veterinarian to practice and provide the services required under this Agreement

12. **Laws & Regulations**. The Veterinarian will comply with all laws, ordinances, regulations, and requirements applicable to provision of services under this Agreement. The Veterinarian is presumed to be familiar with all state and local laws, ordinances, rules and regulations that may in any way affect the work outlined in this Agreement. If the Veterinarian is not familiar with state and local laws, ordinances, rules and regulations, the Veterinarian remains liable for any violation and all subsequent damages or fines.

13. **Indemnification**

13.1. To the maximum extent permitted by Florida law, the Veterinarian shall defend, indemnify and hold harmless the County and it's officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Veterinarian or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Veterinarian or anyone employed or utilized by the Veterinarian in the performance of this Agreement.

13.2. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Veterinarian, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Veterinarian. The Veterinarian's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable stature of limitations.

13.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of insurance coverage. This indemnification provision shall survive the termination of this Agreement between the County and the Veterinarian.

13.4. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Standard of Care**. The services of the Veterinarian shall be performed with the skill and care which would be exercised by a qualified Veterinarian performing similar services at the time and place such services are performed. The Veterinarian shall be responsible for any failure by the Veterinarian to meet these standards.

15. **Assignment of Interest**. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

16. **Successors and Assigns**. The County and Veterinarian 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

17. **Independent Contractor**. In the performance of this Agreement, the Veterinarian is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Veterinarian is solely responsible for the means, method, technique, sequence, and procedure utilized by the Veterinarian in the full performance of the Agreement.

    As an independent contractor, Veterinarian shall not be responsible for the means, methods, techniques, sequences, and procedures utilized by any other independent contractor or person/persons otherwise employed by the County, unless specifically under the direct supervision of the Veterinarian and the Veterinarian's directives are executed faithfully.

18. **Collusion**. By signing this Agreement, the Veterinarian declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, Veterinarians 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 Veterinarian warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Veterinarian shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Prohibition Against Contingent Fees**. As required by §287.055(6), Florida Statutes, the Veterinarian warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Veterinarian 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 Veterinarian any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

21. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

22. **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

23. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

24. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the

State of Florida. Venue shall be in Alachua County.

25. **Attachments** . All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

26. **Amendments** . The parties may amend this Agreement only by mutual written agreement of the parties.

27. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing 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. **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 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: _____

Randall H. Reid, County Manager

APPROVED AS TO FORM

_____

Alachua County Attorney's Office

_____

Witness to Mr. Reid

KAREN E. SCHAEDEL D.V.M.

By: _____ D.V.M

Print: Karen E. Schaedel D.V.M

Title: Veterinarian

STATE OF FLORIDA
COUNTY OF ALACHUA
The foregoing instrument was acknowledged before me this 22nd **day of** July
201), **by (name of person acknowledging).**

_____

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
David R Flagler
My Commission DD874649
Expires 06/07/2013

Personally Known X **OR Produced Identification** _____
Type of Identification Produced

ATTACHMENT A: SCOPE OF SERVICES

The Veterinarian hereby agrees to perform in a good and professional manner, all veterinary duties and services assigned by the County as enumerated below only when present at the facility and scheduled to work. The services may only be amended, extended, or modified by written amendment to this Agreement

Unless subsequently modified, the Veterinarian will perform only the following services:

a. Perform surgical procedure in accordance with §823.15, Florida Statutes and its successors, to sterilize each male cat, female cat, male dog, female dog. In addition, neutering procedure will include the requirement to sterilize puppies and kittens as young as six (6) weeks of age. Surgery will be done only if the Veterinarian deems the animal is healthy enough.

b. Decapitation of rabies suspect animals when the Veterinarian is present and scheduled to work.

c. Diagnosis or treatment of sick or injured animals received at the facility is at the sole discretion of the Veterinarian. No animal in the Alachua County Animal Shelter will be medically treated (or the existing medical treatment altered) in any way without approval by a veterinarian who has a valid medical relationship with the patient and who is employed by or under contract to the County. The above notwithstanding, The County reserves the right, at its discretion and liability to stop treatment and require euthanasia on any animal at any time.

.

d. Follow-up treatment on animals with complications relating to surgery when the Veterinarian is present and scheduled to work.

e. Perform health evaluation and other routine veterinary services on animals received at the facility when the Veterinarian is present and scheduled to work.

f. Testify or provide litigation assistance to the County. The Veterinarian will be compensated at the hourly rate provided in this Agreement for any time spent in preparation and in court.

g. Perform any other veterinary-related duties and services as required by the County, by law, or regulation for the continued provision of veterinary care for animals at the facility when scheduled to work in the facility, or when the Veterinarian voluntarily agrees to work on an emergency basis. Except as provide above, the Veterinarian shall make the final determination as to any medical treatment or surgical procedure necessary to be performed on any animal in the Alachua County Animal Shelter h. The schedule of working days/hours will be decided jointly by the County and the Veterinarian on a continuing basis. The schedule will be provided not less than 2 weeks in advance of the working period. At his/her discretion, the Veterinarian may make him/herself available above and beyond the written schedule. In cases of a conflict is scheduling, the County and the Veterinarian will work to reach a mutually agreeable resolution.

#7657

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 4, 2011

MEMORANDUM

To: Keith Godwin
Public Safety

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on August 2, 2011 & Received in Contracts August 3, 2011**

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.

GAINESVILLE, CITY OF
Interlocal Agreement for the provision of E9-1-1 Emergency Addressing
Term: August 2, 2011 – August 1, 2012…..Then renewed automatically
Amount: N/A Account: N/A

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.co.alachua.fl.us

INTERLOCAL AGREEMENT FOR E9-1-1 EMERGENCY ADDRESSING

This interlocal agreement, made and entered into this 2nd day of August, 2011, 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 City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City";

WITNESSETH:

WHEREAS, the County and the City 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 the City of Gainesville; and

WHEREAS, the County maintains an Enhanced 9-1-1 system on behalf of incorporated and unincorporated Alachua County; and

WHEREAS, the Office of Enhanced 9-1-1, as part of the Alachua County Department of Public Safety, oversees and coordinates the official addressing of the unincorporated County; and

WHEREAS, the City requests assistance in evaluating and maintaining its addressing system;

NOW, THEREFORE, in consideration of the premises herein contained, it is mutually agreed between the parties as follows:

1) Pursuant to §163.01(11), Florida Statutes, this agreement shall be deemed effective within 60 days upon recording by the County in the public records of Alachua County.
2) The City hereby agrees to submit, upon request, the following information to the County E9-1-1 Coordinator at 913 SE 5th ST, Gainesville, Fl 32601 within 30 days of the effective date of this agreement:

a) One electronic copy of current City GIS addressing data, including annotation and vector files;
b) One initial set of City maps, with official street names and 9-1-1 addresses noted thereon; and
c) One copy of all plats, recorded and unrecorded, within the City's possession, with addresses and roadway names annotated thereon, submitted in electronic format when available if requested.

3) The County's E9-1-1 Office staff will examine the proffered data for accuracy and completeness, and shall identify any problem addresses or inaccuracies.
4) The County will notify the City Manager of the discovery of any problems, inaccuracies or inconsistencies with the current data.
5) The Alachua County E911 Office will provide full addressing support to the City of Gainesville which includes but is not limited to the following:
   a) Compliance with City of Gainesville Code of Ordinances, Chapter 23, Streets, Sidewalks and Other Public Places, Article II, Street Designation and Building Address Numbering Plan;
   b) Provide all notification to City property owners regarding address changes, revisions and updates;
   c) Process all addressing requests, concerns, questions and inquiries regarding addresses within the City;
   d) Act as the City Manager's designee on all matters related to property numbering and addressing;
   e) Notify the City of the discovery of any problems, inaccuracies, and inconsistencies associated with addresses and roadway names; and
   f) Work with City staff to make needed changes and prioritize renumbering or renaming of private or public roadways within the City.
6) The City agrees to perform the following ongoing tasks and functions in support of the 9-1-1 addressing system:
   a) Designate and maintain an employee within the City to act as an interface between City and the County in all phases of this agreement and subsequent addressing tasks;

b) Provide all acquisition, installation, repair and maintenance of official City roadway signs;
c) Ensure access to any City electronic database or application request system that the County would need to update as part the address assignment process;
d) Ensure network connectivity by City staff to County GIS databases to access addressing data and maps;
e) Work with County E9-1-1 Office staff to make needed changes and prioritize renumbering or renaming of private and public roadways with the City; and
f) Submit, upon request, to the Alachua County E9-1-1 Coordinator one copy of any listing of official roadway closings or extensions within ten (10) business days after final, official approval.

7) The City and County agree to mutually cooperate in maintaining the flow of communication necessary to properly and effectively implement this agreement.
8) The parties assume any and all risks of personal injury and property damage attributable to the acts of omissions of its officers, employees, servants and agents. Nothing herein waives the provisions of §768.28, Florida Statutes.
9) Notices provided herein or relating to the subject matter of this agreement shall be provided to the attention of:

City of Gainesville
ATTN: City Manager
PO Box 490 Station 6
Gainesville, FL 32602-0490

Alachua County Department of Public Safety
ATTT: Director of Public Safety
PO Box 548
Gainesville, FL 32602

10) Upon adoption, this Agreement supersedes any previous agreement between City and County regarding property addressing and numbering.
11) The initial term of this agreement shall begin on the date set forth above, and shall end one year later on 1st day of August, 2012. Upon expiration, this agreement shall be automatically renewed by the parties for additional one (1) year

terms, unless either party shall express intent to withdraw from this agreement at the expiration date in effect, by providing written notice to the other party no less than ten (30) days prior to the expiration date.

12) The County, upon execution of this agreement, shall file same with the Clerk of the Court in the official records in the official records of Alachua County, as required by Section §163.01(11), Florida Statutes.

13) It is understood by all parties to this agreement that the funding for addressing in Alachua County is funded through E911 Office funds in accordance with Section 365.172 Florida Statues and that the City of Gainesville will not be charged for addressing services or any services associated with this agreement.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ATTEST:

J.K. "Buddy" Irby, Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA

BY:

Randall H. Reid, County Manager
Board of County Commissioners

APPROVED AS TO FORM:

Alachua County Attorney's Office

APPROVED AS TO FORM & LEGALITY:

City Attorney's Office

BY:

Russ Blackburn, City Manager
City of Gainesville

M:\Agenda Items\2011\06 - June\Property Addressing Interlocal_COG_4-13-11.docx

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Interlocal Agreement Between City of Gainesville and Board of County Commissioners for E911 Emergency Addressing		
DEPARTMENT: Public Safety	**RETURN TO** Keith Godwin	**CONTACT:** Keith Godwin **PHONE #:** 338-3285
DOCUMENT(S) REQUIRING ACTION: Interlocal Agreement Between City of Gainesville and Board of County Commissioners for E911 Emergency Addressing		**AMOUNT:** $0.00

EXECUTIVE SUMMARY:
The Alachua County Department of Public Safety E911 Office is staffed and funded to provide countywide addressing services. With the inclusion of the City of Gainesville, the entire county less the Town of Micanopy will have addressing services managed by one entity with a focus on public safety.

BACKGROUND:
Public Safety officials from both the City and the County recognize there is a need for a single source of map data within Alachua County. The E911 Coordinator and the Deputy City Manager met to discuss the City's addressing services to be managed by the E911 Office. The E911 Office is staffed, funded, and capable of assuming this role. Meetings with the E911 Coordinator and City staff resulted in the recommendation that the County E911 Office assume the responsibility of address management for the City of Gainesville.

ISSUES:
The Department anticipates that these additional duties and workload will be handled by existing staff in the E911 Office.

ACTION

Recommendation: Staff recommends the County Manager execute the Agreement

BUDGETARY IMPACT

Recommendation:	No budgetary impact
Funding Sources:	NA
Associated Costs	None
Account Code:	NA

ATTACHMENTS: Two copies of Interlocal Agreement Between City of Gainesville and Board of County Commissioners for E911 Emergency Addressing

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
				9/2/11

#7310
TA#12
CO#1

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 4, 2011

MEMORANDUM

To: Ron Akins
Administrative Support Manager (Facilities)

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 2, 2011 & Received in Contracts August 3, 2011**

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.

CCI CABOT CONSTRUCTION

Changer Order #1 to Task # 12 to the Job Order Construction Agreement
Amount: $ 39,933.51 Decrease **Account: 300-3212-523.62-10**
$ 58,626.49 New Total
RFP #10-73

Please forward the document to the vendor and keep a copy for your files. 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.alachua.fl.us

4460 SW 35th Terrace, Suite 306
Gainesville, FL 32608
Ph : 352-331-3720

Change Order

Contractor: CCI Cabot Construction, Inc.
4460 SW 35th Terrace, Suite 306
Gainesville, FL 32608

Change Order: 1
Date: 6/24/2011
Job: 11-P-1119 ACJ Refrigeration Replacement

The Contract is hereby revised by the following:

Deduct for Owner Direct Purchased Equipment $-39,933.51

The original Contract Amount was	$98,560.00
Net change by previously authorized Change Orders	$0.00
The Contract Amount prior to this Change Order was	$98,560.00
The Contract will be increased by this Change Order in the amount of	$-39,933.51
The new Contract Amount including this Change Order will be	$58,626.49

The date of Substantial Completion as of the date of this Change Order therefore is

ARCHITECT	CONTRACTOR	OWNER
N/A	CCI Cabot Construction, Inc. 4460 SW 35th Terrace, Suite 306 Gainesville, FL 32608	Alachua Co. Facilities Managem 105 SE 1st Avenue Gainesville, FL 32601
Signature _____	Signature _____	Signature _____
By _____	By PAT Berry	By _____
Date _____	Date 6/30/2014	Date _____

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Job Order Contract (JOC) Construction Amendment #1 Deductive Change Order Jail Kitchen Refrigeration Replacement		
DEPARTMENT: Administrative Services	**RETURN TO** Charlie R. Jackson	**CONTACT:** Bryan Schneider	**PHONE** 374-5229
DOCUMENT(S) REQUIRING ACTION:	JOC Amendment #1 with CCI Cabot Construction Inc.	**AMOUNT ($39,933.51) Decrease**	

EXECUTIVE SUMMARY: We have an existing Design from CH2MHill to replace the Alachua County Jail Kitchen Refrigeration Equipment, project #399462, October 2010. The equipment is failing at an alarming rate and in constant repair. This is a deductive change order for the tax savings of $2,349.03, equipment cost is $37,584.48.

BACKGROUND: The Alachua County Jail Kitchen has produced more that 17,000,000 meals sense the opening of the New section of the Jail in 1994 built by PPI Construction, Inc. The Jail Kitchen will be renovated in the near future; in order for the conceptual plan to renovate the refrigeration will need to be completed for food storage needs of shifting food during the project. The scope of the kitchen renovation is for safety to add a wall in front of the electrical power panels that are 480 V and getting wet from clean up and not to current electrical code. Move the pot cleaning to a new location in the wet pit area. Replace all worn food prep equipment with Energy Star Systems, design new Tray Washing flow area, new tile/ epoxy grouted flooring, new entry doors, and renovate the inmate bathroom.

ISSUES: The current walk in coolers equipment are in bad shape due to 24 hours a day use for over sixteen years, the compressors are on the roof in the harsh Florida environment and very rusted, compressors are failing at an alarming rate.

Recommendation: Approve and execute JOC Amendment #1 with CCI Cabot Construction Inc.

Recommendation:	Budgetary Issue - Decrease
Funding Sources:	Admin. Services/Facilities Management Capital Improvement Program
Associated Costs	N/A
Account Code:	300-3212-523.62-10

ATTACHMENTS:	Job Order Contract Amendment #1 Deductive Change Order Proposal, from CCI Cabot Construction, Inc. (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE

#7680

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 31, 2011

MEMORANDUM

To: Gail Foote
Public Safety

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2011 & Received in Contracts August 31, 2011**

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.

TRIPLETT FAMILY LLC

License Agreement for a Training Burn on property located at Lake Alto Farms (an unrecorded subdivision)
Term: August 30, 2011 – December 31, 2011
Amount: N/A Account: N/A

Please forward the document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosure

cc: File

JDJ

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is entered into this 16 day of August 2011 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 TRIPLETT FAMILY LLC hereinafter all owners are collectively referred to as "OWNER", owns the property identified as Alachua County Tax Parcel number 18550-010-011 and located at LAKE ALTO FARMS UNREC'D S/D IN SEC 6-9-22 & 1-9-21 LOT 11 OR 4039/0178 (the "Property").

WITNESSETH:

WHEREAS, Owner is the owner of certain Property located within the fire district of the County, which Property the Owner has agreed to allow the County to use for training exercises; and

WHEREAS, the County desires to use said Property for training exercises, to include the destruction of owner's property.

WHEREAS, the Owner desires to have the structure destroyed and will benefit from its destruction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Term. This license is valid through 12/31/2011 or, until revoked in writing by the owner.

2. Property. This license agreement is for the use of certain property described in Exhibit "A" (The Property)

3. Use of Property. County agrees to use the Property exclusively for:

a. A ~~training~~ Training Sessions and/or burn that will destroy the structure and contents of the structure Identified in the site map and deed attached as Exhibit "A" . The licensee will not be responsible for removal of debris left after the burn.

4. Grant. Owner grants to County and all agents or invitees of the County:

a. the right of access to the Property; and

b. the right to move training equipment onto the property; and

c. the right to conduct training exercises on the property.

5. Right of Assignment. County shall not have the right to assign this license agreement without the written consent of Owner.

6. Certification of Ownership. If improvements to land are to be destroyed, damaged, modified or otherwise altered under this license, then the Owner certifies that he is the fee simple owner of the property, and that no liens, mortgages or encumbrances exist. A copy of the recorded deed to the property is attached as **Exhibit "A"**.

7. Notices. All notices shall be in writing and sent to:

Owner:

and to: Alachua County Public Safety
Attn; Director of Public Safety
913 SE 5th Street
Gainesville, Florida, 32601

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

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl, 32601
Attn; Contracts

8. Indemnity. For consideration as stated herein, Owner shall release, protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against all claims brought by mortgagees, lienors, or others claiming to have an interest in the property, relating to the County's actions on the property. Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by the

County of its sovereign immunity or the provisions of section 768.28. Florida Statutes.

9. Third Party Beneficiary. This license agreement does not create any relationship with or any rights in favor of any third party.

10. Severability Clause. If any provision of this license agreement is declared void by court of law, all other provisions will remain in full force and effect.

11. Governing Law and Venue. This license agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

12. Amendments. The parties may amend this license agreement only by mutual written agreement of the parties.

13. Entire Agreement. This license 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 license 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

For <u>Non-Corporate Ownership</u>, have each owner sign and notarize below:

OWNER #1

Sign: _____

Print: _____

Address: _____

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this ___ day of _____. 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2011, by _____, who is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida at Large

OWNER #2

Sign: _____

Print: _____

Address: _____

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this ___ day of _____, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2011, by _____, who is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida at Large

For Corporate Ownership, have two corporate officers sign below, and notarize:

Officer #1
By: Thomas E. Triplett Jr.
Print: THOMAS E. TRIPLETT, JR.
Title: MANAGING MEMBER

Officer #2
By: Katherine D. Allen
Print: KATHERINE D. ALLEN
Title: MANAGING MEMBER

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this 16 day of AUGUST, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 16 day of AUGUST, 2011, by THOMAS E. TRIPLETT AND KATHERINE D ALLEN, who is personally known to me or produced DRIVER'S LICENSE as identification.

_____
Notary Public, State of Florida at Large

EVAN JAMES FERL
MY COMMISSION #EE037016
EXPIRES: OCT 24, 2014
Bonded through 1st State Insurance

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2651149 4 PG(S)
June 16, 2011 04:20:55 PM
Book 4038 Page 986
J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed: $0.70

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2651969 4 PG(S)
June 22, 2011 08:18:14 AM
Book 4039 Page 178
J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida

This instrument prepared by
and return to:

Glee A. Triplett, Attorney
984 Fairfield Drive
Marietta, GA 30068

Property Appraiser's Parcel ID Nos: 18550-044-011 and 18733-000-000
Grantee's Taxpayer ID Number: 65-0470964

QUITCLAIM DEED

THIS QUITCLAIM DEED is executed and delivered this 16 day of JUNE, 2011, by **TRIPLETT FAMILY PARTNERSHIP**, a Florida General Partnership, (hereinafter referred to as "Grantor"), whose address is P. O. Box 357009, Gainesville, FL 32635-7009, to **TRIPLETT FAMILY LLC**, a Florida limited liability company (hereinafter referred to as "Grantee"), whose mailing address is P. O. Box 357009, Gainesville, FL 32635-7009.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to Grantee and Grantee's successors and assigns forever, all of Grantors' right, title and interest in those certain parcels of real property situated in Alachua County, Florida, and more particularly described in Exhibit A and Exhibit B, respectively, attached hereto and made a part hereof (the "Property").

The property conveyed hereby is the same property described in the following three instruments: Certificate of Title recorded in O.R. Book 2631, Page 1436, of the Public Records of Alachua County, Florida, and Certificate of Title recorded in O.R. Book 3007, Page 560, of the Public Records of Alachua County, Florida. *and Quit Claim Deed recorded in ORB 2575, Page 595,

THIS PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to all roads, alleys and ways bounding the Property;

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns forever.

[Balance of page intentionally left blank]

THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT SCRIVNER'S ERROR IN LEGAL DESCRIPTION

THIS IS A CONVEYENCE WITHOUT MONETARY CONSIDERATION AND THEREFORE SUBJECT ONLY TO MINIMUM DOCUMENTARY STAMP TAX.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

WITNESSES: Jaclyn Rebstock

Print name: Jaclyn Rebstock

Print name: Katherine Dallen

Print name: KATHERINE D. ALLEN

TRIPLETT FAMILY PARTNERSHIP, a Florida General Partnership

By: Thomas E. Triplett

Thomas E. Triplett, Jr., General Partner

STATE OF FLORIDA)
COUNTY OF Alachua)

The foregoing instrument was acknowledged before me this 16 day of June, 2011, by **THOMAS E. TRIPLETT, JR.**, as General Partner of **TRIPLETT FAMILY PARTNERSHIP**, a Florida general partnership. He [is personally known to me][has produced Florida Driver's license # FLDL as identification].

Jaclyn Rebstock
Notary Public
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Jaclyn Rebstock
Commission # DD829030
Expires: OCT. 07, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Schedule "A"

OFFICIAL RECORDS INSTRUMENT # 0001920544 2 Pgs
OR Book2[illegible] Page1758

~~THE SOUTH ONE-HALF (1/2) OF THE FOLLOWING DESCRIBED PROPERTY:~~

Parcel 11 of Lake Alto Farms, an unrecorded Subdivision:

A parcel of land situated in Section 6, Township 9 South, Range 22 East, outside the Arredondo Grant, Alachua County, Florida, said parcel of land being more particularly described as follows:

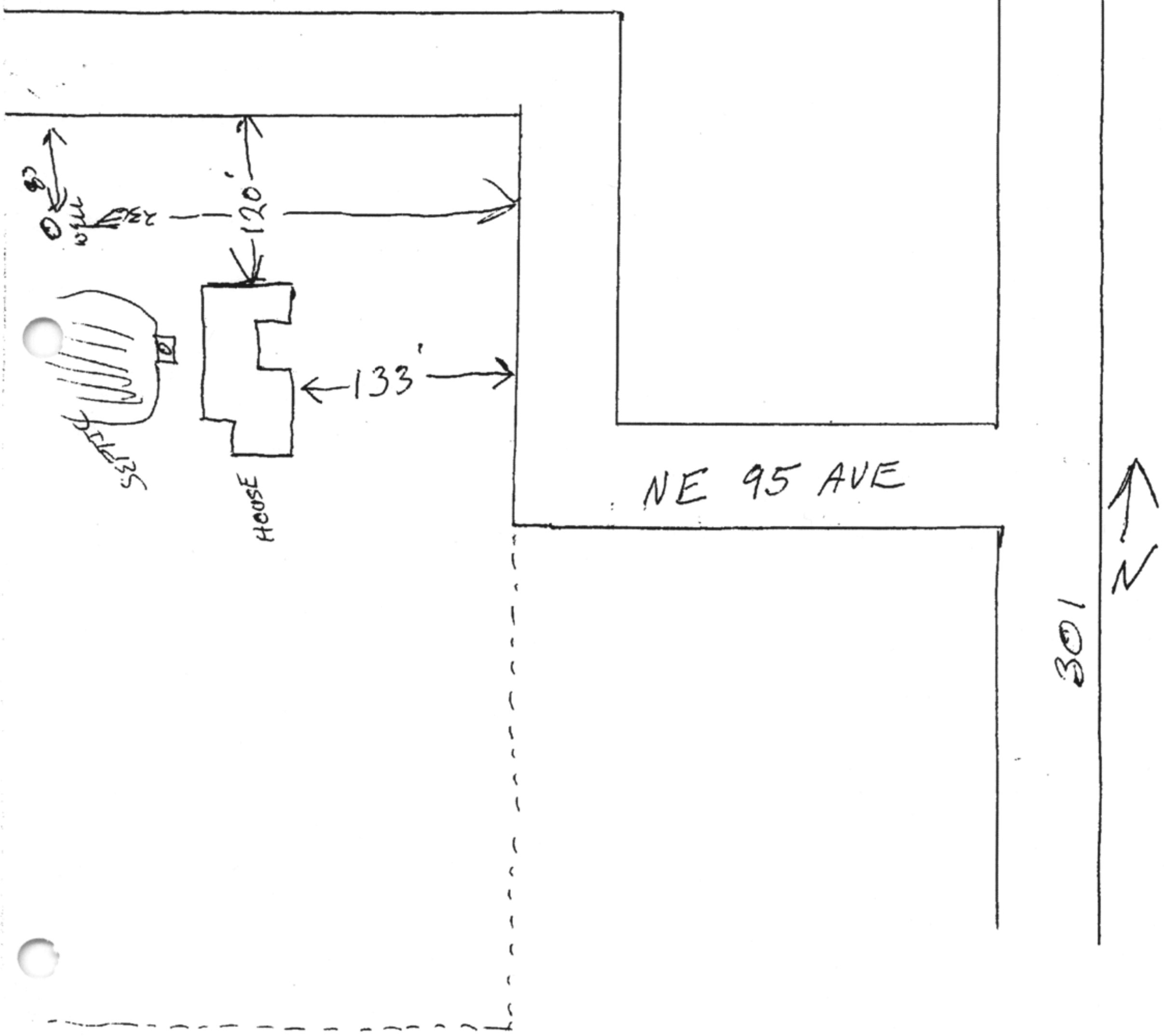
Commence at the Northwest corner of Section 6, Township 9 South, Range 22 East, Outside the Arredondo Grant and run S 08°52'46" W, along the West line of said Section 6, a distance of 1,345.56 feet to the Point of Beginning; thence continue S 08°52'46" W, along said West line, a distance of 673.12 feet; thence run N 88°35'14" E, parallel with the North line of said Section 6, a distance of 660.00 feet; thence run N 08°52'46" E, parallel with said West line of Section 6, a distance of 673.12 feet; thence run S 88°35'14" W, parallel with said North line of Section 6, a distance of 660.09 feet to the Point of Beginning.

SUBJECT TO AND TOGETHER WITH Easement B of Lake Alto Farms described as follows: a sixty foot (60') Ingress-Egress and Public Utility Easement situated in Section 1, Township 9 South, Range 21 East, and Section 6, Township 9 South, Range 22 East, outside the Arredondo Grant, Alachua County, Florida, said Easement lying thirty feet (30') left and right of the following described centerline: begin at the Northeast corner of Section 1, Township 9 South, Range 21 East, and the Northwest corner of Section 6, Township 9 South, Range 22 East, outside the Arredondo Grant, and run S 08°52'46" W, along the East line of said Section 1, and the West line of said Section 6, a distance of 672.78 feet to Point "A"; thence continue S 08°52'46" W, along said East line and West line, a distance of 672.78 feet to Point "B"; thence run N 88°35'14" E, parallel with the North line of said Section 6, a distance of 660.00 feet; thence run S 08°52'46" W, parallel with said West line of Section 6, a distance of 324.70 feet; thence run N 88°35'14" E, parallel with said North line of Section 6, a distance of 1,216.09 feet to a point of the West right of way line of U.S. Highway No. 301 and the terminus of this segment; thence return to Point "A", and run S 88°35'57" W, a distance of 659.88 feet to the Terminus of Segment "A"; thence return to Point "B", and run S 88°51'34" W, a distance of 657.98 feet; thence run S 05°42'43" E, a distance of 504.44 feet to the Terminus of Segment "B".

Description verified SS-TC

EXHIBIT A

16702 NE 95 AV
Hawthorne, FL



COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	License Agreement to Destroy Property		
DEPARTMENT: Public Safety	**RETURN TO** Cpt. Gail Foote	**CONTACT:** gef@alachuacounty.us **PHONE** 384-3120	
DOCUMENT(S) REQUIRING ACTION:	Burn License Agreement (attached)		**AMOUNT: 0**

EXECUTIVE SUMMARY: A Fire Department training exercises involving the destruction and burning of structural property. (Live Fire Training)

BACKGROUND: On occasion, Fire/Rescue Services receives requests from property owners to destroy structures on their property. The department uses these opportunities for practical training exercises involving fire suppression and rescue activities, thus leaving the structure(s) totally or partially destroyed. Removal of the debris is the responsibility of the property owner according to the building department having jurisdiction.

The County Attorney's Office has prepared this License Agreement to be signed by both the property owner(s) and the County Representative delineating responsibilities, rights and permissions related to training activities on private property.

ISSUES: Training evolutions will comply with Florida State Law and NFPA 1403/1142. An Instructor-in-charge, Safety Officer, and support Instructors will be utilized in any live fire training. These personnel will all be trained to the level of Live Fire Instructor I established by the Florida State Bureau of Fire Standards and Training.

ACTION

Recommendation: Approve Agreement

BUDGETARY IMPACT

Recommendation: None

Funding Sources: None

Associated Costs None

Account Code: None

ATTACHMENTS: License Agreement and Attachments

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					8/3-11

#7679

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 31, 2011

MEMORANDUM

To: Gail Foote
Public Safety

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on August 30, 2011 & Received in Contracts August 31, 2011**

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.

FIRST BAPTIST CHURCH OF ALACHUA, INC.
License Agreement for a Training Burn on property located at 14005 nw 146TH Ave., Alachua
Term: August 30, 2011 – December 31, 2011
Amount: N/A Account: N/A

Please forward the document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosure

cc: File

JDJ

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is entered into this 30th day of Aug. 2011 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 _____ First Baptist Church hereinafter all owners are collectively referred to as "OWNER", owns the property identified as Alachua County Tax Parcel number 03665-000-000 and located at 14005 NW 146th AVE (the "Property").

WITNESSETH:

WHEREAS, Owner is the owner of certain Property located within the fire district of the County, which Property the Owner has agreed to allow the County to use for training exercises; and

WHEREAS, the County desires to use said Property for training exercises, to include the destruction of owner's property.

WHEREAS, the Owner desires to have the structure destroyed and will benefit from its destruction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Term. This license is valid through 12/31/2011 or, until revoked in writing by the owner.

2. Property. This license agreement is for the use of certain property described in Exhibit "A" (The Property)

3. Use of Property. County agrees to use the Property exclusively for:

a. A training session that will destroy the structure and contents of the structure identified in the site map and deed attached as Exhibit "A" . The licensee will not be responsible for removal of debris left after the training.

4. Grant. Owner grants to County and all agents or invitees of the County:

a. the right of access to the Property; and

b. the right to move training equipment onto the property; and

c. the right to conduct training exercises on the property.

5. Right of Assignment. County shall not have the right to assign this license agreement without the written consent of Owner.

6. Certification of Ownership. If improvements to land are to be destroyed, damaged, modified or otherwise altered under this license, then the Owner certifies that he is the fee simple owner of the property, and that no liens, mortgages or encumbrances exist. A copy of the recorded deed to the property is attached as **Exhibit "A"**.

7. Notices. All notices shall be in writing and sent to:

Owner:

and to: Alachua County Public Safety
Attn; ~~Director of Public Safety:~~ Training Division
913 SE 5th Street
Gainesville, Florida, 32601

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

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl, 32601
Attn; Contracts

8. Indemnity. For consideration as stated herein, Owner shall release, protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against all claims brought by mortgagees, lienors, or others claiming to have an interest in the property, relating to the County's actions on the property. Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by the

County of its sovereign immunity or the provisions of section 768.28. Florida Statutes.

9. Third Party Beneficiary. This license agreement does not create any relationship with or any rights in favor of any third party.

10. Severability Clause. If any provision of this license agreement is declared void by court of law, all other provisions will remain in full force and effect.

11. Governing Law and Venue. This license agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

12. Amendments. The parties may amend this license agreement only by mutual written agreement of the parties.

13. Entire Agreement. This license 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 license 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

For <u>Non-Corporate Ownership</u>, have each owner sign and notarize below:

OWNER #1

Sign: _____

Print:_____

Address: _____

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this ___ day of _____, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2011, by _____, who is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida at Large

OWNER #2

Sign: _____

Print:_____

Address: _____

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this ___ day of _____, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2011, by _____, who is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida at Large

For <u>Corporate Ownership</u>, have two corporate officers sign below, and notarize:

Officer #1

By: Michael Metzler

Print: Michael Metzler

Title: Treasurer

Officer #2

By: Alice N. Bryan

Print: Alice H. Bryan

Title: Secretary

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this 14 day of June, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14 day of June, 2011, by Mike Metzler, who is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida at Large

C.J. BURROUGHS
MY COMMISSION # DD 836849
EXPIRES: November 9, 2012
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this 15 day of June, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15 day of June, 2011, by Alice Bryan, who is personally known to me or produced _____ as identification.

Notary Public, State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA

C.J. BURROUGHS
MY COMMISSION # DD 835649
EXPIRES: November 9, 2012
Bonded Thru Budget Notary Services

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Non Profit Corporation

FIRST BAPTIST CHURCH OF ALACHUA, INC.

Filing Information

Document Number	N26181
FEI/EIN Number	591161292
Date Filed	04/29/1988
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/13/1991
Event Effective Date	NONE

Principal Address

14005 NW 146TH AVENUE
ALACHUA FL 32615

Changed 04/23/2009

Mailing Address

POST OFFICE BOX 97
ALACHUA FL 32616

Changed 02/14/2002

Registered Agent Name & Address

METZLER, MICHAEL K
2630 NW 41ST ST.
BUILDING A
GAINESVILLE FL 32606 US

Name Changed: 12/13/1991

Address Changed: 12/13/1991

Officer/Director Detail

Name & Address

Title S

BRYAN, ALICE
14823 N.W 94TH AVENUE
ALACHUA FL 32615

Title T

METZLER, MICHAEL
2630-A N.W. 41ST ST
GAINSVILLE FL

Title P

MATTHEWS, ARCHIE
11012 NW 202ND ST
ALACHUA FL 32615

Annual Reports

Report Year	Filed Date
2009	04/23/2009
2010	01/06/2010
2011	01/06/2011

Document Images

01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2010 -- ANNUAL REPORT	View image in PDF format
04/23/2009 -- ANNUAL REPORT	View image in PDF format
02/29/2008 -- ANNUAL REPORT	View image in PDF format
01/23/2007 -- ANNUAL REPORT	View image in PDF format
04/21/2006 -- ANNUAL REPORT	View image in PDF format
01/22/2005 -- ANNUAL REPORT	View image in PDF format
04/29/2004 -- ANNUAL REPORT	View image in PDF format
01/27/2003 -- ANNUAL REPORT	View image in PDF format
02/14/2002 -- ANNUAL REPORT	View image in PDF format
02/03/2001 -- ANNUAL REPORT	View image in PDF format
01/25/2000 -- ANNUAL REPORT	View image in PDF format
03/23/1999 -- ANNUAL REPORT	View image in PDF format
02/06/1998 -- ANNUAL REPORT	View image in PDF format
03/19/1997 -- ANNUAL REPORT	View image in PDF format
04/05/1996 -- ANNUAL REPORT	View image in PDF format

DREW'S FORM R. E. 8

46793

BOOK 305 PAGE 183

Manufactured by The H. & W. B. Drew Company
Jacksonville, Florida.

Quit-Claim Deed

This Deed, *Executed this* 28— *day of* January , *A. D. 19*53 , *by*

H. N. LEROY, Single

of the County of Alachua *and State of* Florida ,

party of the first part, and M. N. STRICKLAND, FRED BEUTKI and A.J. KNIGHT, as Trustees of and for the First Baptist Church of Alachua, Florida and their sucessors in office.

of the County of Alachua *and State of* Florida ,

parties of the second part,

Witnesseth, *That the said party of the first part, for and in consideration of the sum of*

TEN and no/100 ($10.00) - *Dollars, in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said parties of the second part, and their heirs, successors and assigns forever, the following described lot , piece or parcel of land, situate, lying and being in the County of* Alachua , *State of* Florida , *to-wit:*

All of that part of Block Thirteen (13), North and East of the Seaboard Airline Railroad right of way situated on the Town of Alachua according to a survey made by George Tompsett as per plat thereof recorded in Plat Book "A", page 68 of the public records of Alachua County, Florida.

The same being further described as all of Block Thirteen

FILED

1953 FEB 14 PM 12: 21

CLERK CIRCUIT COURT
ALACHUA COUNTY, FLA.

STATE OF FLORIDA
COUNTY OF ALACHUA
THIS INSTRUMENT FILED AND RECORDED
IN BOOK
OF RECORD VERIFIED
PAGE
GEO. E. EVANS, CLERK OF THE CIRCUIT COURT
BY
D. C.

State of FLORIDA
County of ALACHUA

I Hereby Certify, *That on this day before me, an officer duly authorized to take acknowledgments, personally appeared*

H. N. LEROY

to me well known to be the individual described in and who executed the foregoing instrument and he *acknowledged before me that* he *executed the same.*

And I Further Certify, *That the said*

known to me to be the wife of the said on a separate and private examination, taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness *my hand and official seal at* Alachua

County of Alachua *, and State of* Florida ,

this 28 *day of* January *, A. D. 19* 53

Mrs C J Ward

Notary Public, State of Florida at large
My commission expires April 13, 1955.
Bonded by American Surety Co. of N. Y.

DREW'S FORM R. E. 8

Quit-Claim Deed

From

To

Dated , 19

State of Florida,
County of

On this day of *A. D. 19* , at m., this *instrument was filed, and being duly acknowledged, I have recorded the same in Book of said County.*

In Witness Whereof, *I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County.*

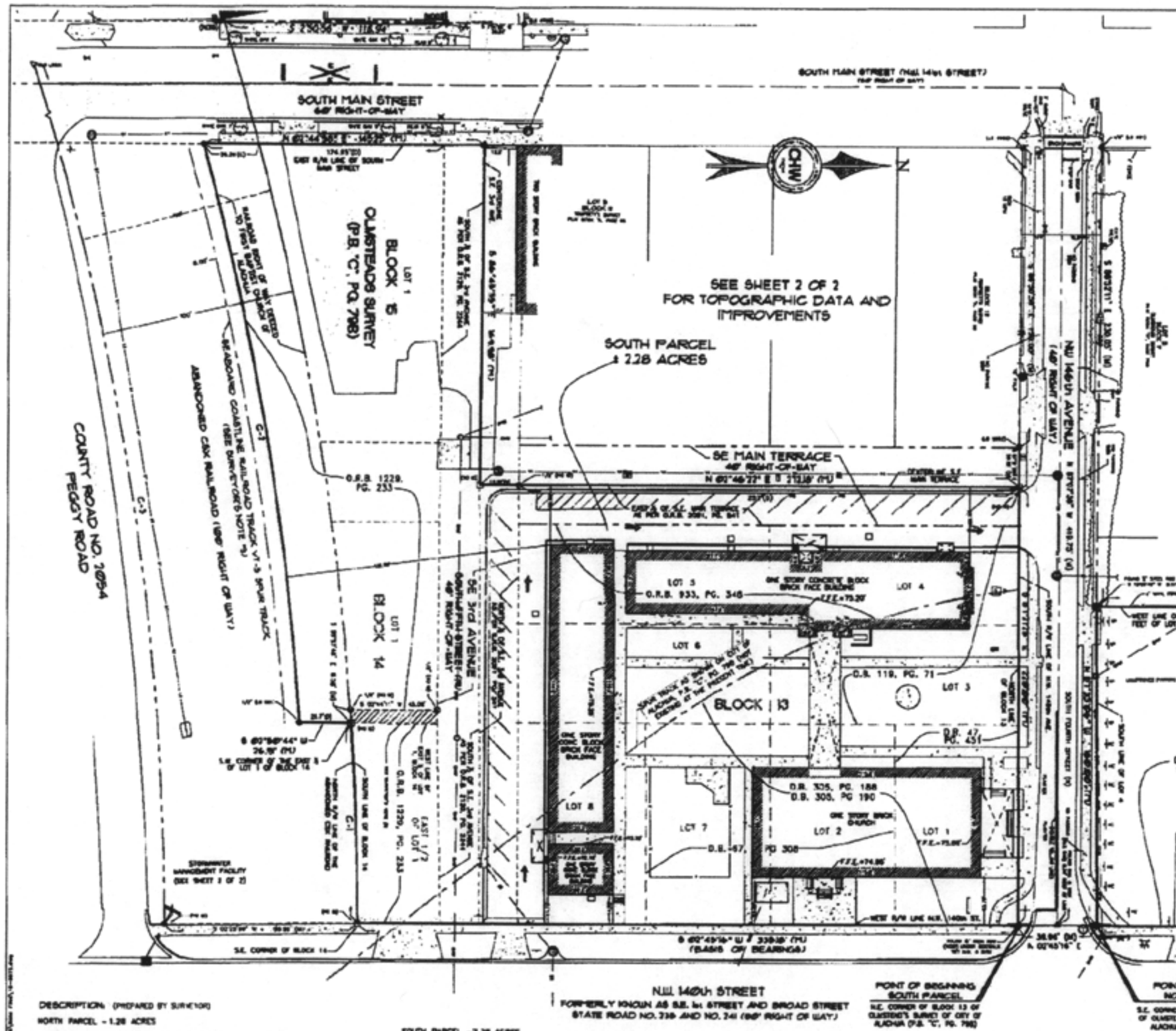
.....Clerk.

....., D. C.

(B) The H. & W. B. Drew Company, Jacksonville, Florida.

BOUNDARY AND TOPOGRAPHIC SURVEY

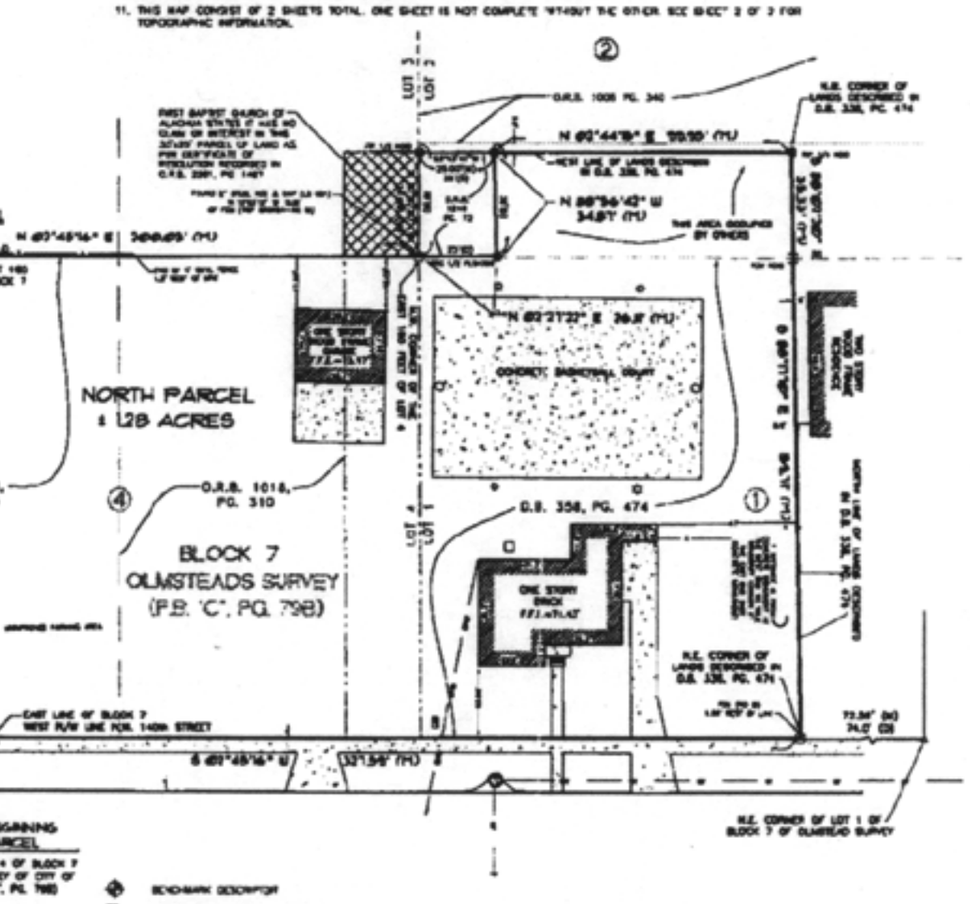
LOCATED IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA



N.W. 140th STREET
FORMERLY KNOWN AS S.E. 1st STREET AND BROAD STREET
STATE ROAD NO. 739 AND NO. 241 (66' RIGHT OF WAY)

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF N 00°45'16" E ALONG THE CENTERLINE OF STATE ROAD No. 241/235 AS IS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE ROAD NO. 235, SECTION NO. 26110-2502, DATED 7-27-67.
3. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
4. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE NOT FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN. SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
5. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
6. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
7. IN THE OPINION OF THIS SURVEYOR, THE PERIMETER LINES AS SHOWN HEREON REPRESENT THE LOCATION OF THE BOUNDARY LINES OF THE SUBJECT PARCEL IN RELATION TO THE DESCRIPTION OF RECORD AND TO ONE EXISTING LAND CORNERS FOUND TO BE ACCEPTABLE BY THIS SURVEYOR.
8. THE CROSS HATCHED AREA SHOWN IS A HIATUS (GAP) LEFT AS PER THE LEGAL DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 1229, PAGE 253. THIS HIATUS WAS SUBSEQUENTLY CLOSED BY THE QUIT CLAIM DEED FROM CSX TRANSPORTATION, INC. TO THE FIRST BAPTIST CHURCH OF ALACHUA, INC. ON FEBRUARY 12, 1998 RECORDED IN OFFICIAL RECORDS BOOK 2181, PAGE 575.
9. THE LOCATION OF THE ABANDONED CSX RAILROAD AND ASSOCIATED SPUR TRACK (NO LONGER EXISTING) WAS RECONSTRUCTED BY FIELD NOTES AND RECOVERED TRAVERSE CONTROL FROM A PRIOR SURVEY PREPARED BY THIS SURVEYOR ON DECEMBER 29, 1982 AT WHICH TIME THE TRACKS WERE EXISTENT.
10. ELEVATIONS SHOWN HEREON ARE NORTH AMERICAN DATUM OF 1988 (NAVD88) PROJECTED FROM BENCHMARK C 51 - 6" dia CONCRETE MONUMENT AND BRASS CAP STAMPED "C 51 1934" HAVING A PUBLISHED ELEVATION OF 75.14 FEET, RAISED ON PREVIOUS SURVEY BY THIS OFFICE UNDER JOB NO. 08-0316, DATED 8-1-2008.
11. THIS MAP CONSIST OF 2 SHEETS TOTAL. ONE SHEET IS NOT COMPLETE WITHOUT THE OTHER. SEE SHEET 2 OF 2 FOR TOPOGRAPHIC INFORMATION.



DESCRIPTION: (PREPARED BY SURVEYOR)

NORTH PARCEL - 1.28 ACRES

A TRACT OF LAND SITUATED IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 7 OF OLMSTEAD'S SURVEY OF THE CITY OF ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK 'C', PAGE 798 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA FOR THE POINT OF BEGINNING AND RUN N.89°33'09"E., ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 180.00 FEET; THENCE RUN N.00°43'51"E., ALONG THE WEST LINE OF THE EAST 180.00 FEET OF SAID LOT 4, A DISTANCE OF 300.03 FEET TO THE NORTHWEST CORNER OF SAID EAST 180.00 FEET OF LOT 4 ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 1340, PAGE 72 OF SAID PUBLIC RECORDS; THENCE RUN N.02°27'22"E., A DISTANCE OF 26.11 FEET TO THE NORTHEAST CORNER OF SAID LANDS, SAID POINT BEING IN OFFICIAL RECORD BOOK 1340, PAGE 72; THENCE RUN S.89°49'16"W., ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1340, PAGE 72, A DISTANCE OF 34.87 FEET TO THE INTERSECTION WITH THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 338, PAGE 471 OF SAID PUBLIC RECORDS; THENCE RUN N.02°44'15"E., ALONG SAID WEST LINE, A DISTANCE OF 99.85 FEET TO THE NORTHWEST CORNER OF SAID LANDS, AS RECORDED IN DEED BOOK 338, PAGE 471; THENCE RUN S.89°32'30"E., ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 26.33 FEET; THENCE RUN S.88°17'10"E., ALONG SAID NORTH LINE OF LANDS DESCRIBED IN DEED BOOK 338, PAGE 471, A DISTANCE OF 109.71 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE RUN S.00°10'15"W., ALONG THE WEST RIGHT OF WAY LINE OF N.W. 140TH STREET, ALSO BEING THE EAST LINE OF THE AFOREMENTIONED BLOCK 7 OF OLMSTEAD'S SURVEY OF THE CITY OF ALACHUA, A DISTANCE OF 327.39 FEET TO THE POINT OF BEGINNING, CONTAINING 1.28 ACRES MORE OR LESS.

SOUTH PARCEL - 2.28 ACRES

A TRACT OF LAND SITUATED IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 13 OF OLMSTEAD'S SURVEY OF THE CITY OF ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK 'C', PAGE 798 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA FOR THE POINT OF BEGINNING AND RUN S.02°45'16"W., ALONG THE WEST RIGHT OF WAY LINE OF N.W. 140TH STREET, A DISTANCE OF 335.18 FEET TO THE SOUTHEAST CORNER OF BLOCK 14 OF SAID OLMSTEADS SURVEY OF THE CITY OF ALACHUA; THENCE RUN WESTERLY, ALONG THE SOUTH LINE OF SAID BLOCK 14 ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE ABANDONED CSX RAILROAD RIGHT OF WAY (100 FOOT RIGHT OF WAY), WITH A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1482.83 FEET, THROUGH AN ARC ANGLE OF 02°51'33", AN ARC DISTANCE OF 100.20 FEET (CHORD BEARING AND DISTANCE OF N.88°18'03"W., 100.18 FEET RESPECTIVELY) TO THE SOUTHWEST CORNER OF THE EAST ½ OF LOT 1 OF SAID BLOCK 14 ALSO BEING A BOUNDARY CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1229, PAGE 253 OF SAID PUBLIC RECORDS, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS THE "RAILROAD PARCEL"; THENCE RUN S.00°30'35"E., A DISTANCE OF 26.81 FEET TO A BOUNDARY CORNER OF SAID "RAILROAD PARCEL"; THENCE RUN WESTERLY, ALONG A BOUNDARY LINE OF SAID "RAILROAD PARCEL", WITH A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 1482.83 FEET, THROUGH AN ARC ANGLE OF 11°33'54", AN ARC DISTANCE OF 299.80 FEET (CHORD BEARING AND DISTANCE OF S.82°49'48"W., 299.30 FEET RESPECTIVELY) TO THE SOUTHWEST CORNER OF SAID "RAILROAD PARCEL"; THENCE RUN N.00°46'22"E., ALONG THE WEST BOUNDARY LINE OF SAID "RAILROAD PARCEL" AND A NORTHERLY PROJECTION THEREOF, ALSO BEING THE EAST RIGHT OF WAY LINE OF SOUTH MAIN STREET (66 FOOT RIGHT OF WAY), A DISTANCE OF 185.25 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE WITH THE CENTERLINE OF SOUTHEAST 3RD AVENUE (60 FOOT RIGHT OF WAY); THENCE RUN S.89°49'16"E., ALONG SAID CENTERLINE, A DISTANCE OF 169.55 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF SOUTHEAST MAIN TERRACE (60 FOOT RIGHT OF WAY); THENCE RUN N.00°46'22"E., ALONG SAID CENTERLINE OF S.E. MAIN TERRACE, A DISTANCE OF 210.18 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE SOUTH RIGHT OF WAY LINE OF N.W. 146TH AVENUE (NO FOOT RIGHT OF WAY); THENCE RUN S.89°21'28"E., ALONG SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH BOUNDARY LINE OF THE AFOREMENTIONED BLOCK 13 OF OLMSTEAD'S SURVEY OF THE CITY OF ALACHUA, A DISTANCE OF 220.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.28 ACRES MORE OR LESS.

LEGEND:

(M) = COMPUTED FROM FIELD MEASUREMENTS
(D) = DATA PER DEED OF RECORD
FIR = FOUND IRON ROD
FIP = FOUND IRON PIPE
FCM = FOUND CONCRETE MONUMENT
FND = FOUND NAIL & DISK
FRC = FOUND STEEL ROD & CAP
NC = NAIL
P.B. = PLAT BOOK
D.B. = DEED BOOK
O.R.B. = OFFICIAL RECORDS BOOK
ID = IDENTIFICATION
(TYP) = TYPICAL
R/W = RIGHT OF WAY
AVE. = AVENUE
CONC = CONCRETE
VP = VISITOR PARKING
HC = HANDICAP PARKING
NID = NO IDENTIFICATION
F.F.E. = FINISHED FLOOR ELEVATION
VCP = VITRIFIED CLAY PIPE
ELEV = ELEVATION
ASPHALT SURFACE
CONCRETE SURFACE
+74.8 SPOT ELEVATION (GROUND SURFACE)
+74.80 SPOT ELEVATION (HARD SURFACE)

BENCHMARK DESCRIPTION
EXISTING TELEPHONE PEDESTAL
EXISTING 6" SANITARY SEWER CLEAN OUT
EXISTING SANITARY SEWER MANHOLE
EXISTING STORM SEWER MANHOLE
EXISTING TELEPHONE MANHOLE
EXISTING GUY ANCHOR
EXISTING WOOD POWER POLE
EXISTING WOOD LIGHT POLE
EXISTING SIGN (AS NOTED)
EXISTING 6" METAL BOLLARD
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
EXISTING WATER METER
EXISTING GROUND LIGHT FIXTURE
EXISTING UNDERGROUND SANITARY SEWER PIPE
EXISTING UNDERGROUND STORM SEWER PIPE
EXISTING OVERHEAD UTILITIES
EXISTING FENCE LINE (TYPE AS NOTED)
EXISTING WATER LINE (PER FIELD LOCATED PAINT SPOTS)
CONTOUR LINE WITH ELEVATION (IN FEET)

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C-1	100.20'	1482.83'	3°51'33"	50.12'	100.18'	N 88°18'03" W
C-2	294.80'	1490.50'	11°33'54"	147.80'	294.30'	S 82°18'48" W
C-3	616.10'	1387.83'	25°26'24"	313.01'	611.05'	S 79°58'00" W

FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM F.I.R.M. PANEL NO. 120464 0140 E, EFFECTIVE DATE: JUNE 16, 2006.

GRAPHIC SCALE
0 15 30 60

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone: (352) 331-1976 • Fax: (352) 331-2476 • www.chwinc.com
LB-3073

SCALE: 1" = 30'

REVISIONS	SURVEY DATE:	PROJECT NUMBER:
KTH	3-18-2010	10-0075
FIELD CHIEF:	DRAWING FILE:	
LR		
DRAWN BY:		
KTH		
CHECKED BY:		
SAH		
DATE:		
3-18-2010		
SURVEY FIELD BOOK:		
XXX/XXX/XXX		

FIRST BAPTIST CHURCH OF ALACHUA

Professional Surveyor & Mapper No. LS5966 STATE OF FLORIDA
STACY A. HALL

This was prepared by:
Certificate of Authorization No. LB 3073
601 NW 1st PLACE, GAINESVILLE, FL 32607
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO.
1 OF 2

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	License Agreement to Destroy Property		
DEPARTMENT: Public Safety	**RETURN TO** Cpt. Gail Foote	**CONTACT:** gef@alachuacounty.us **PHONE** 384-3120	
DOCUMENT(S) REQUIRING ACTION:	License Agreement (attached)	**AMOUNT: 0**	

EXECUTIVE SUMMARY: A Fire Department training exercises involving the destruction of structural property.

BACKGROUND: On occasion, Fire/Rescue Services receives structures from property owners to utilize for training purposes. The department uses these opportunities for practical training exercises involving fire suppression and rescue activities, thus leaving the structure(s) totally or partially destroyed. Removal of the debris is the responsibility of the property owner according to the building department having jurisdiction.

The County Attorney's Office has prepared this License Agreement to be signed by both the property owner(s) and the County Representative delineating responsibilities, rights and permissions related to training activities on private property.

ISSUES: Training evolutions will comply with Florida State Law and Department SOG. An Instructor-in-charge and Safety Officer will be assigned and utilized. Rehab will be established as necessary.

ACTION

Recommendation: Approve Agreement

BUDGETARY IMPACT

Recommendation:	None
Funding Sources:	None
Associated Costs	None
Account Code:	None

ATTACHMENTS: License Agreement and Attachments

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
				6/20/11

#6978

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 31, 2011

M E M O R A N D U M

To: Ed Lontz
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 31, 2011 and Received in Contracts August 31, 2011**

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.

WOOD RESOURCE RECOVERY

Second Amendment to the Agreement for processing and screening of vegetative wood waste
Term: October 1, 2011 – September 30, 2012
(Option to renew for 1 additional 1-year period)
Amount: Rate Based Account: 400-7630-534.34-14
Bid #09-138

Please forward the document to the vendor and keep a copy for your file. Your encumbrance is attached. Thank you for your assistance.

Enclosures

Cc: F&A
Purchasing
File

JDJ/amp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
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An Equal Opportunity Employer M.F.V.D.

SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND WOOD RESOURCE RECOVERY FOR THE PROCESSING AND SCREENING OF VEGETATIVE WOOD WASTE

THIS SECOND AMENDMENT TO THE AGREEMENT made and entered into this 31ST day of AUGUST 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 "County", and Wood Resource Recovery, LLC, hereinafter referred to as "Contractor":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an Agreement dated January 23, 2009 for the provision of processing and screening vegetative waste and a First Amendment to Agreement dated January 4, 2011;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree to amend the January 23, 2009 Agreement as follows:

A. Section 1. *(Term)*, is amended in its entirety to read:

> 1. Term. This Agreement is effective for 1 (one) year beginning October 1, 2011 and continuing through September 30, 2012 unless earlier terminated as provided herein. Subject to mutual agreement of the parties, this Agreement may be renewed for 1 (1) additional 1 (one) year period under the same terms and specifications outlined herein.

A. This Second Amendment shall take effect upon expiration of the amended 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 23, 2009 as amednded 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
Date: 8/31/11

_____
Witness to County Manager

APPROVED AS TO FORM
_____
Alachua County Attorney

ATTEST (By Corporate Officer)
By: _____
Print: FAYE GASTON
Title: CFO

Wood Resource Recovery, LLC.

By: _____
Print: Bill Gaston
Title: CEO
Date: 8/11/11

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Second Amendment to the Agreement between Wood Resource Recovery, LLC and Alachua County for the processing and screening of vegetative waste.	
DEPARTMENT: Public Works	**RETURN TO** Richard Hedrick	**CONTACT:** Ed Lontz **PHONE #:** 352-334-0172
DOCUMENT(S) REQUIRING ACTION:	Second Amendment to the Agreement between Alachua County and Wood Resource Recovery, LLC, for the processing and screening of vegetative wood waste.	**AMOUNT:** $ 25,900.00

EXECUTIVE SUMMARY: The Leveda Brown Environmental Park is a permitted vegetative wood waste collection site. Vegetative waste is received and stockpiled at this County facility. This amendment extends the existing terms of the contract by one year for the processing of vegetative wood waste by the contractor.

BACKGROUND:
The Public Works Department, Division of Waste Management, provides for the processing of vegetative wood waste into mulch for use by County residents, local municipalities, and County programs. In order for the material to be re-usable this material requires grinding and a screening process to be given away. This contract is for the grinding and screening process to turn the vegetative waste into a usable product for public consumption.

ISSUES:
Vegetative wood waste is collected and stockpiled at the County facility and processed periodically into mulch. The resulting mulch is then made available at no charge to residents and municipalities, increasing public relations between the County and the public. This material is also counted as diverted tons from landfill disposal for recycling purposes.

ACTION

Recommendation: That the County Manager approves and signs the Second Amendment to the Agreement between Wood Resource Recovery, LLC, for the processing and screening of vegetative wood waste.

BUDGETARY IMPACT

Recommendation:	Approve and sign the agreement
Funding Sources:	Transfer Station tipping fees / Enterprise fund
Associated Costs	$ 25,900.00
Account Code:	400-7630-534.34-14
Attachments:	Second Amendment to Agreement for Contractual Services
Suggested Reference Material:	Original Agreement for Contractual Services

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
8-22-11				

#7406

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administratorr*

August 31, 2011

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 August 10, 2011; Returned for further Signatures; Received back in Contracts August 30, 2011**

Enclosed please find a copy 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 (Contract #M7641)
Term: October 1, 2011 – September 30, 2012
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 FY 2012 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

CONTRACT NO. M7641

PREVENTIVE MAINTENANCE AGREEMENT

AGREEMENT made this **20th Day of July, 2011** by and between White Systems Inc, having its principal office at 400 Kidds Hill Rd. Hyannis, MA 02601("White") and Alachua County Board Of County Commisssioners with offices at **P.O. Box 1467, Gainesville, FL 32602-1467** ("Customer")

Subject to the terms and conditions set forth on the attached hereto, White agrees to provide preventive maintenance services with respect to the equipment specified below, located at the customer site identified below, for a period beginning on **October 1, 2011 and continuing through and until September 30, 2012.**

EQUIPMENT SPECIFICATION

PRODUCT(s)	QUANTITY	SERIAL #(s)	DATE OF SHIPMENT	TOTAL
2000 Power File	1	08025A/WOSP		
		TOTAL (exclusive of applicable taxes)		1,825.00

PM Visits per Contract Term: Two (2)
Payment Terms: Due upon receipt of invoice

Quotation valid for 30 days

Corrective maintenance and parts will be billed separately on a time and material basis.

INSTALLATION SPECIFICATIONS

STREET ADDRESS: Administrative Building 3rd Floor
CITY, STATE, ZIP CODE: 12 Southeast 1st Street, Gainesville, FL 32602
CUSTOMER CONTACT/PHONE NUMBER: Alice Pina (352)381-0168

CUSTOMER ACCEPTANCE	WHITE ACCEPTANCE
Alachua County Board Of County Commissioners	White Systems, Inc.
CUSTOMER NAME	CUSTOMER NAME
9/10/11	7/20/2011
BY: (Authorized Signature) DATE	BY: (Authorized Signature) DATE
Rundell Reid	Peter Mahoney, Manager Contract Services
PRINTED SIGNATURE NAME TITLE	PRINTED SIGNATURE NAME
apina@alachuacounty.us	pmahoney@whitesystems.com
EMAIL ADDRESS	EMAIL ADDRESS
~~PURCHASE ORDER~~ NUMBER Encumbrance 120003	APPROVED AS TO FORM ALACHUA COUNTY ATTORNEY

White SYSTEMS

PREVENTATIVE MAINTENANCE AGREEMENT
TERMS AND CONDITIONS
FOR
ALACHUA COUNTY BOARD OF COMMISSIONERS

1. GENERAL SCOPE OF COVERAGE

This agreement covers the labor, travel for lubrication, 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) Preventative Maintenance visits will be made during the term of this agreement. Damage to the equipment or it 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

Preventative Maintenance calls under this agreement will be made during normal business hours (8:30 am – 5:00pm) at the installation address shown on the attached hereto. Travel and labor time for service calls after normal business 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 Preventative 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 set forth on the attached hereto.. ~~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, preventative 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.**

PFM RBL PFM LHA PFM RBL

7. BREACH OR 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 at 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 OF 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 Delaware, without giving 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

received
07/25/2011

WHITE SYSTEMS

CONTRACT NO. M7641

July 20, 2011

Ms. Alice Pina
Alachua County Board Of County Commissioners
Risk Management Office
P.O. Box 1467
Gainesville, FL 32602-1467

Dear Ms. Pina:

Thank you for the opportunity to provide services to **Alachua County Board Of County Commissioners** this past year. A **Preventive Maintenance Agreement** proposal covering your automated storage and retrieval equipment is enclosed for your review and consideration.

Under a White Systems, Inc., **Preventive Maintenance Agreement; Alachua County Board Of County Commissioners** will receive two (2) Preventative Maintenance visits during the term of the contract (scheduled in advance) during normal business hours to perform periodic maintenance and evaluate equipment condition.

Emergency repair service will be provided on a time and materials basis. Emergency Repair travel and labor are billable at $125.00 per hour, portal to portal, plus travel expenses. Parts would be billable at the current commercial rates. Repairs to be performed during normal business hours: 8:30 a.m. to 5:00 p.m., Monday through Friday.

Enclosed please find two (2) copies of your PM support renewal invoice. If this offer meets with your approval, kindly indicate your acceptance by signing and dating both copies. Forward one copy to your accounts payable department and return the second signed copy to my attention. A fully executed copy will be forwarded to you for your files.

In the event you have any questions in this regard, or desire any additional information, please contact me at your convenience.

Thank you for your continued interest in White's products and services.

Sincerely,

Peter Mahoney

Peter Mahoney,
Service Contract Manager

White Systems, Inc
400 Kidd's Hill Road Hyannis, MA 02601
Tel 508-771-9400 Fax 508-790-1961

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Annual maintenance agreement on a White power file in the Risk Management office

DEPARTMENT:	RETURN TO	CONTACT: Alice Pina
Admin. Services	Alice Pina	PHONE #: 374-5297

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.

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 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**

Attachments:	**2 originals of the preventative maintenance agreement with White Systems**
Suggested reference material:	**N/A**

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					8/10/11

#7140

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 31, 2011

MEMORANDUM

To: Ken Fair
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on August 29, 2011 & Received August 30, 2011**

Attached please find the 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.

GAINESVILLE, CITY OF
Letter requesting return of surplus Traffic Management System funds
Amount: $588,960.00 (Return)

Please forward the document to the vendor and keep a copy for your files.

Thank you for your assistance.

Enclosure

cc: OMB
Finance & Accounting

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

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

July 26, 2011

Russ Blackburn
City Manager
City of Gainesville
PO Box 490, Station 6
Gainesville, FL 32602-0490

RE: Traffic Management System Remaining Balance

Dear Mr. Blackburn:

The County has an existing Interlocal Agreement with the City of Gainesville for the Traffic Management System (TMS) project dated September 8, 2009. The original scope of the project includes upgrading signal equipment, adding traffic monitoring cameras, connecting the signals via fiber optic cable and construction of a traffic management center. The current schedule shows that this project will be completed by October 31, 2011.

Recently the City of Gainesville provided to the County a TMS Special Financial Report dated April 17, 2011. Based on this report, it is anticipated that the TMS project will come under budget by approximately $4.8 million. The City staff proposes using the unused funds to expand the original scope of the project to include variable message boards, an arterial travel time system, flashing yellow arrows and an adaptive traffic control system. At this time, County staff does not support the expansion in the scope of this project. The project has substantially accomplished its objective in reducing traffic congestion within the Gainesville Urbanized Area.

Based on the reasons noted above, the County respectfully requests the return of the balance of the County's portion of the funds. This amounts to $588,960, based on the anticipated surplus of $4.8 million and the County's contribution of 12.27%.

If you have any questions regarding this issue, my staff and I are available to meet and discuss further. Otherwise, please return the balance of the County's portion of the funds when the contract term expires at the end of October 2011.

Sincerely,

Randall H. Reid
County Manager

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

xc: Richard Hedrick, Alachua County Public Works Director
Teresa Scott, P.E., City of Gainesville Public Works Director
David Cerlanek, P.E., County Engineer
Phil Mann, P.E., City of Gainesville Traffic Operations Manager

CITY OF
GAINE VILLE
FLORIDA

TRAFFIC MANAGEMENT SYSTEM FINANCIAL REPORT

April 17, 2011

This report provides information specific to the financials of the Traffic Management System Project.

Part I..... Overview
Part II..... Funding Partner Status
Part III..... Project Sub-sections Budget Status

Part I – Overview

The Traffic Management System's budget tracking is a very complex process. The project has four funding partners; The City of Gainesville, Alachua County, University of Florida, and the Florida Department of Transportation. The total funding between the four partners is $18,198,436.00. This, however, does not include an additional $1,923,061.00 of funding from The City of Gainesville if one of the partners did not meet their programmed match. The City of Gainesville Fire Rescue also secured an additional $268,650 of funding for the Emergency.Now Priority System. This brings the project total funding to $18,467,086.00. In addition to these funding accounts, the projects budget is split between ten (10) sub-sections.

Ideally, all funding partners accounts should have been spent at a linear rate on all purchases of:

Figure 1
FDOT - 50.00%
UF - 20.82%
City - 16.91%
County - 12.27%

Unfortunately, the City funding was the first money available so this did not happen. In the ideal world of Figure 1, had each funding partner been spent at the proper linear rate, each account would be at 54.23% of its total funding. At this time, the % of spent of each account is:

Figure 2
FDOT - 39.21%
UF - 55.37%
City - 111.61%
County - 34.46%

Figure 2 demonstrates funding imbalances that need to be addressed.

1) **The City funding ($3,076,939) has been overspent 11.61%, or $357,244.67. This money will need to be JV'd out to a different account.**
2) **Local funding (City, County, & UF) has bore more than 50% of the encumbered costs. The FDOT funding is a 50% match, therefore, all future purchases should come from the FDOT funding until local vs. FDOT is equal. Currently, the imbalance is $2,733,889.72.**

Part III of the report is the status of the various project sub-section budgets. It also shows a projected $4.8 million in project savings due to lower construction costs and the discontinuance of GRUCom as the communications provider. FDOT has allowed us in principal, following a formal change request, to use this money for the following additional ITS projects; arterial travel time systems, variable message signs, adaptive signal control, flashing yellow arrow implementation, and additional cameras. We are currently in the process of finding the exact costs and scope of these additional projects.

Part I and II are the spreadsheets that demonstrate the preceding.
***Please note, the "Payroll" column includes other department's billings, staff regular and OT charges, and certain JV's.**

Part II - Financial Status of Funding Partners

Agency	Funding	w/o FEMA	%
FDOT	$9,099,218.00	$9,099,218.00	50.00%
UF	$3,789,300.00	$3,789,300.00	20.82%
City	$3,076,939.00	$3,076,939.00	16.91%
County	$2,232,979.00	$2,232,979.00	12.27%
FEMA	$268,650.00		0.00%
Total	18,467,086.00	18,198,436.00	

Expended as of latest Ledgers (3/2011)

Budget	FDOT	County	City (Vendors)	City (Payroll)	UF (Vendors)	UF (Payroll)	Totals
Controllers & Cabinets	$718,865.00	$5,117.50	$1,057,875.00	$0.00	$6,007.50	$0.00	$1,787,865.00
Communications	$858,240.49	$142,294.01	$17,436.06	$0.00	$1,115,551.84	$0.00	$2,133,522.40
Cameras	$0.00	$0.00	$412,650.00	$0.00	$1,728.33	$0.00	$414,378.33
Construction Costs	$29,335.00	$21,279.00	$259,978.47	$47,940.74	$84,678.80	$291,832.94	$735,044.95
Consultant Services	$132,466.17	$730.25	$366,583.00	$194,573.14	$5,187.51	$0.00	$699,540.07
System Software	$59,314.17	$4,807.02	$129,112.00	$0.00	$7,011.34	$0.00	$200,244.53
Integration	$0.00	$0.00	$81,000.00	$0.00	$0.00	$0.00	$81,000.00
TMC Equipment	$127,544.98	$43,046.12	$41,665.26	$0.00	$79,866.64	$0.00	$292,123.00
TMC Construction	$668,082.31	$0.00	$825,370.00	$0.00	$0.00	$0.00	$1,493,452.31
Emergency.Now	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$2,593,848.12	$217,273.90	$3,191,669.79	$242,513.88	$1,300,031.96	$291,832.94	$7,837,170.59
Budget	$9,099,218.00	$2,232,979.00	$3,076,939.00		$3,789,300.00		$18,198,436.00
% of Budget Expended	28.51%	9.73%	111.61%		42.01%		43.07%
			$3,434,183.67		$1,591,864.90		

Total Encumbered (4/17/2011)

Budget	FDOT	County	City (Vendors)	City (Payroll*)	UF (Vendors)	UF (Payroll*)	Totals
Controllers & Cabinets	$718,865.00	$5,117.50	$1,057,875.00	$0.00	$6,007.50	$0.00	$1,787,865.00
Communications	$1,212,279.33	$288,311.77	$17,436.06	$0.00	$1,286,964.00	$0.00	$2,804,991.16
Cameras	$0.00	$0.00	$412,650.00	$0.00	$1,728.33	$0.00	$414,378.33
Construction Costs	$29,335.00	$21,279.00	$259,978.47	$47,940.74	$84,678.80	$291,832.94	$735,044.95
Consultant Services	$286,685.34	$71,671.07	$366,583.00	$194,573.14	$88,465.86	$0.00	$1,007,978.41
System Software	$59,314.17	$41,448.48	$129,112.00	$0.00	$7,011.34	$0.00	$236,885.99
Integration	$0.00	$0.00	$81,000.00	$0.00	$0.00	$0.00	$81,000.00
TMC Equipment	$127,544.98	$127,428.95	$41,665.26	$0.00	$79,866.64	$0.00	$376,505.83
TMC Construction	$668,082.31	$0.00	$825,370.00	$0.00	$0.00	$0.00	$1,493,452.31
Emergency.Now	$465,675.00	$214,210.50	$0.00	$0.00	$251,464.50	$0.00	$931,350.00
Total	$3,567,781.13	$769,467.27	$3,191,669.79	$242,513.88	$1,806,186.97	$291,832.94	$9,869,451.98
Budget	$ 9,099,218.00	$ 2,232,979.00	$3,076,939.00		$3,789,300.00		$ 18,198,436.00
% of Budget Encumbered	39.21%	34.46%	111.61%		55.37%		54.23%
			$3,434,183.67		$2,098,019.91		

Total Local Money Encumbered	$6,301,670.85	69.26%
Total Local Money Encumbered	$3,567,781.13	39.21%
Difference		

Current Traffic Management System Budget Status (4/17/2011)

Type	Budget	Encumbered	Expended	Difference	Remaining Funds
Controllers & Cabinets	**$2,100,790.76**	$1,787,865.00	$1,787,865.00	$0.00	$312,925.76
Communications	**$7,846,712.00**	$2,804,991.16	$2,370,835.24	$434,155.92	$5,041,720.84
Cameras	**$857,503.24**	$414,378.33	$414,378.33	$0.00	$443,124.91
Construction Costs	**$2,722,080.00**	$735,044.95	$735,044.95	$0.00	$1,987,035.05
Consultant Services	**$1,100,000.00**	$1,007,978.41	$735,740.07	$272,238.34	$92,021.59
System Software	**$250,000.00**	$236,885.99	$236,885.99	$0.00	$13,114.01
System Integration	**$325,000.00**	$81,000.00	$81,000.00	$0.00	$244,000.00
TMC Equipment	**$565,000.00**	$376,505.83	$305,292.20	$71,213.63	$188,494.17
TMC Construction	**$1,500,000.00**	$1,493,452.31	$1,493,452.31	$0.00	$6,547.69
Emergency.Now	**$931,350.00**	$931,350.00	$0.00	$931,350.00	$0.00
	$18,198,436.00	$9,869,451.98	$8,160,494.09	$1,708,957.89	$8,328,984.02

Availability for change in scope

Type	Remaining Funds	Remaining to be used	Surplus
Controllers & Cabinets	$312,925.76	$12,925.76	$300,000.00
Communications	$5,041,720.84	$2,041,720.84	$3,000,000.00
Cameras	$443,124.91	$443,124.91	$0.00
Construction Costs	$1,987,035.05	$487,035.05	$1,500,000.00
Consultant Services	$92,021.59	$92,021.59	$0.00
System Software	$13,114.01	$13,114.01	$0.00
System Integration	$244,000.00	$244,000.00	$0.00
TMC Equipment	$188,494.17	$188,494.17	$0.00
TMC Construction	$6,547.69	$6,547.69	$0.00
Emergency.Now	$0.00	$0.00	$0.00
	$8,328,984.02	$3,528,984.02	$4,800,000.00

Additional Scope Projects (Estimate)

Project	Cost
Arterial Travel Time System	$1,000,000.00
Variable Message Signs	$1,500,000.00
Adaptive Signal Control	$500,000.00
Flashing Yellow Arrow	$1,670,000.00
Additional Cameras	$130,000.00
Total	$4,800,000.00

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Letter to City Manager requesting return of surplus Traffic Management System funds		
DEPARTMENT: Public Works	**RETURN TO** Ken Fair	**CONTACT:** David Cerlanek via Richard Hedrick **PHONE #:** Ext. 1214
DOCUMENT(S) REQUIRING ACTION: 1. Letter to City Manager		**AMOUNT:** $0

EXECUTIVE SUMMARY: On September 8, 2009, the Board of County Commissioners (BoCC) approved a contract with the City of Gainesville (City) to partner in the implementation of a countywide Traffic Management System. The contract was in the amount of $2.3 million and represented 12.27% of the overall $18.2 million cost of the TMS. The contract was approved as lump sum payment due to the risk of the bond funds going into arbitrage. Based on a financial update provided by the City on April 17, 2011, the project is expected to finish under budget by approximately $4.8 million. The County's share of the surplus is $588,960.

BACKGROUND: On September 8, 2009, the Board of County Commissioners approved an interlocal agreement with the City to partner in the implementation of a countywide TMS. The contract was in the amount of $2.23 million and represented 12.27% of the overall $18.2 million cost of the TMS. The funding for the project came from the Sales Tax Bond approved by the BoCC in 2007. The contract was approved as a lump sum payment in order to avoid arbitrage which would have caused the County to lose its tax exempt status on those funds.

The City provided a financial update on April 17, 2011. This update shows that the project is anticipated to come under budget by approximately $4.8 million. The City proposes utilizing this surplus to expand the scope of the original project. The additional work is broken out as follows:

1. Arterial Travel Time System (On State Roads Only): $1,000,000.00
2. Variable Message Signs (On State Roads Only): $1,500,000.00
3. Adaptive Signal Control: $500,000.00
4. Flashing Yellow Arrows: $1,670,000.00
5. Additional Cameras: $130,000.00

This change in scope requires approval by the BoCC. Furthermore, due to the fact that the bulk of the additional scope items are for State Roads within the City Limits, County Public Works staff does not see a significant benefit to the County. Staff recommends not approving the change in scope and requesting the return of the County's portion of the surplus when the contract is completed.

ISSUES: County staff does not agree with the proposed expansion in the scope of the TMS project.

ACTION

Recommendation:	Send the letter to the City Manager requesting return of the County's portion of the surplus funds when the contract expires.

BUDGETARY IMPACT

Recommendation:	N/A
Funding Sources:	N/A
Associated Costs	N/A
Account Code:	N/A

COUNTY MANAGER ITEM SUMMARY

Attachments:

1. Letter to City Manager
2. Financial update provided by the City

Suggested Reference Material: Financial Update from City

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
7/26 7-3-11					8/29/11

WDC 7/28 8/1/11

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October 25, 2011 Regular BoCC Meeting
Agenda Item #17

Title
Retiree Group Medicare Advantage program (Amended)

Amount
N/A

Description
Request approval of recommendation to offer Retiree Group Medicare Advantage Program

Recommendation
Approve the Self Insurance Committees recommendation and offer a group rated Medicare Advantage program to all retirees meeting eligibility requirements

Alternative(s)
Do not approve recommendation and not offer a Medicare Advantage program to eligible retirees

Requested By
Wade F. Gillingham, Risk Manager

Originating Department
Administrative Services, Risk Management

Attachment(s) Description
Humana Medicare Employer RPPO 2012 Plan 079 Option 623 effective 01/12/2012

Documents Requiring Action
Humana Medicare Employer RPPO 2012 Plan 079 Option 623 effective 01/12/2012

Executive Summary
Offering of a Group based Medicare Advantage program underwritten by Humana for all eligible County retirees.

Background
On September 8, 2011 the Self Insurance Review Committee (SIRC) met and recommended for Board approval the offering of a Group Medicare Advantage program underwritten by Humana Specialty Benefits for all eligible County Retirees effective January 1, 2012.

Issues
A program offering allowing County Retirees the option to purchase a Medicare Advantage Health Insurance plan at a Group rated premium.

Fiscal Recommendation
The movement of retiree claims out of the county's claims experience and into the Medicare Advantage program.

Fiscal Alternative(s)
None

Funding Sources
Health Self Insurance Fund

Account Code(s)
507

Attachment: Humana Medicare Employer RPPO.pdf

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HUMANA MEDICARE EMPLOYER RPPO PLAN
2012 Plan 079 Option 623
Effective Date: 1/1/2012 - 12/31/2012
Subject to CMS Approval

This is a brief summary of services and is not intended to be a complete description of benefits, exclusions and limitations. Please refer to your Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. All services must be medically necessary. Coinsurance and copayments are due when services are rendered. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

ANNUAL OUT-OF-POCKET MAXIMUM	• In-Network: $5000 per individual per calendar year (excludes Part D Pharmacy, Extra Services, and the Plan Premium).		
	• Combined In- and Out-of-Network: $5000 per individual per calendar year (excludes Part D Pharmacy, World Wide Coverage, and the Plan Premium).		
ANNUAL DEDUCTIBLE	• In Network: None		
	• Out-of-Network: None		
Place of Treatment	**Benefit**	**Network Coverage Plan Pays (1):**	**Non-Network Coverage Plan Pays (1):**
PRIMARY CARE PHYSICIAN	• Office visit	100% after $15 copayment per visit	100% after $40 copayment per visit
	• Diagnostic procedures and tests	100% after $15 copayment per visit	100% after $40 copayment per visit
	• Lab services	100% after $15 copayment per visit	100% after $40 copayment per visit
	• Surgical procedures	100% after $15 copayment per visit	100% after $40 copayment per visit
	• Allergy shots and injections	100%	100%
	• Mental health/substance abuse services	100% after $15 copayment per visit	100% after $40 copayment per visit
	• Administration of drugs in a physician's office	80%	80%
SPECIALIST	• Office visit	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Advanced imaging	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Diagnostic procedures and tests	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Lab services	100% after $35 copayment per visit	100% after $40 copayment per visit
	• Surgical procedures	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Podiatry (Medicare-covered)	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Chiropractic (Medicare-covered)	100% after $15 copayment per visit	100% after $15 copayment per visit
	• Therapies (cardiac, occupational, physical, respiratory, audiology, and speech)	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Radiation therapy	100% after $35 copayment per visit	100% after $35 copayment per visit

	• Allergy shots and injections	100%	100%
	• Mental health/substance abuse services	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Administration of drugs in a physician's office	80%	80%
	• Chemotherapy drugs	80%	80%
	• Dental (Medicare-covered)	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Hearing (Medicare-covered)	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Vision (Medicare-covered)	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Eyewear for post-cataract surgery	100%	100%
PREVENTIVE SERVICES	• Routine physical (one per year)	100% in all places of treatment	100% in all places of treatment
	• Diabetes self-management	100% in all places of treatment	100% in all places of treatment
	• Nutrition therapy (ESRD or diabetic patients)	100% in all places of treatment	100% in all places of treatment
	• Bone mass measurement (one per year)	100% in all places of treatment	100% in all places of treatment
	• Colorectal screening (one per year)	100% in all places of treatment	100% in all places of treatment
	• Pap smear, pelvic exam, and prostate cancer screening (one per year)	100% in all places of treatment	100% in all places of treatment
	• Mammography screening (one per year)	100% in all places of treatment	100% in all places of treatment
	• Smoking cessation (Medicare covered)	100% in all places of treatment	100% in all places of treatment
	• Immunizations	100% in all places of treatment	100% in all places of treatment
	• Abdominal aortic aneurysm screening (one per year)	100% in all places of treatment	100% in all places of treatment
	• Cardiovascular disease testing (one per year)	100% in all places of treatment	100% in all places of treatment
	• Glaucoma screening (one per year)	100% in all places of treatment	100% in all places of treatment
	• HIV screening (one per year)	100% in all places of treatment	100% in all places of treatment
	• EKG screening (one per year)	100% in all places of treatment	100% in all places of treatment
	• Diabetes screening (one per year)	100% in all places of treatment	100% in all places of treatment
	• Kidney disease education services	100% in all places of treatment	100% in all places of treatment
INPATIENT HOSPITAL SERVICES	• Inpatient care (all authorized admissions)	100% after $255 copayment per day (days 1-7) per admission	100% after $255 copayment per day (days 1-7) per admission
	• Inpatient physician services	100%	100%
INPATIENT PSYCHIATRIC FACILITY	• Inpatient mental health care (all authorized admissions)	100% after $205 copayment per day (days 1-7) per admission; 190 day lifetime limit	100% after $205 copayment per day (days 1-7) per admission; 190 day lifetime limit

	• Inpatient substance abuse services (all authorized admissions)	100% after $205 copayment per day (days 1-7) per admission	100% after $205 copayment per day (days 1-7) per admission
	• Inpatient mental health/substance abuse physician services	100%	100%
PARTIAL HOSPITALIZATION	• Mental health/substance abuse services	100% after $35 copayment per visit	100% after $35 copayment per visit
OUTPATIENT HOSPITAL	• Surgical services	100% after $100 copayment per visit	100% after $100 copayment per visit
	• Advanced imaging	100% after $100 copayment per visit	100% after $100 copayment per visit
	• Nuclear medicine	100% after $100 copayment per visit	100% after $100 copayment per visit
	• Diagnostic procedures and tests	100% after $100 copayment per visit	100% after $100 copayment per visit
	• Lab services	100% after $100 copayment per visit	100% after $100 copayment per visit
	• Radiation therapy	80%	80%
	• Therapies (cardiac, occupational, physical, respiratory, audiology, and speech)	100% after $100 copayment per visit	100% after $100 copayment per visit
	• Chemotherapy drugs	80%	80%
	• Renal dialysis	80%	80%
	• Mental health and substance abuse services	100% after $100 copayment per visit	100% after $100 copayment per visit
	• Outpatient physician services	100%	100%
SKILLED NURSING FACILITY (SNF)	• SNF care	100% for days 1-14; no three day hospital stay is required; 100% after $50 copayment per day (days 15-20); 100% after $100 copayment per day (days 21-100); Plan pays $0 after 100 days	100% for days 1-14; no three day hospital stay is required; 100% after $50 copayment per day (days 15-20); 100% after $100 copayment per day (days 21-100); Plan pays $0 after 100 days
	• SNF physician services	100%	100%
IMMEDIATE CARE FACILITY	• Urgently needed care	100% after $35 copayment per visit	100% after $35 copayment per visit
	• Lab services	100% after $35 copayment per visit	100% after $35 copayment per visit
EMERGENCY ROOM	• Emergency services (2)	100% after $65 copayment per visit (waived if admitted to hospital within 24 hours)	100% after $65 copayment per visit (waived if admitted to hospital within 24 hours)
	• Emergency room physician services	100%	100%
AMBULANCE	• Ambulance services	100% after $100 copayment per date of service	100% after $100 copayment per date of service
TRAVEL BENEFIT	• US travel benefit	Member receives in network benefits when services are received from a participating PPO provider in another Humana PPO service area	N/A
WORLD WIDE COVERAGE	• Emergency services only	N/A	100% after $65 copayment per visit (waived if admitted to hospital within 24 hours)

COMPREHENSIVE OUTPATIENT REHABILITATION FACILITY	• Therapies (occupational, physical, respiratory, audiology, and speech)	100% after $35 copayment per visit	100% after $35 copayment per visit
FREESTANDING RADIOLOGICAL FACILITY	• Advanced imaging	100% after $75 copayment per visit	100% after $75 copayment per visit
	• Nuclear medicine	100% after $75 copayment per visit	100% after $75 copayment per visit
	• Diagnostic procedures and tests	100% after $75 copayment per visit	100% after $75 copayment per visit
	• Radiation therapy	80%	80%
AMBULATORY SURGICAL CENTER	• Surgical procedures	100% after $100 copayment per visit	100% after $100 copayment per visit
FREESTANDING LABORATORY	• Lab services	100%	70%
DIALYSIS CENTER	• Renal dialysis	100%	100%
HOME HEALTH	• Home health care	100%	100%
MEDICARE COVERED DRUGS	• Medicare-covered Part B drugs	80% in all places of treatment	80% in all places of treatment
DME PROVIDER	• Durable medical equipment	80%	80%
	• Diabetic shoes and inserts	100%	80%
	• Diabetic monitoring supplies-preferred and non-preferred	N/A	75%
PREFERRED DME PROVIDER	• Diabetic monitoring supplies-preferred and non-preferred	100%	N/A
NON-PREFERRED DME PROVIDER	• Diabetic monitoring supplies-preferred and non-preferred	80%	N/A
MEDICAL SUPPLY PROVIDER	• Medical supplies	80%	80%
PROSTHETICS PROVIDER	• Prosthetics and orthotics	80%	80%
	• Diabetic shoes and inserts	100%	80%
PHARMACY (PART B ONLY)	• Durable medical equipment	80%	80%
	• Medical supplies	80%	80%
	• Diabetic monitoring supplies-preferred	90%	75%
	• Diabetic monitoring supplies-non-preferred	80%	75%
EXTRA BENEFITS	• SilverSneakers ®	In most service areas members will have free membership to a local fitness center through the SilverSneakers® Program. The SilverSneakers® Fitness Program offers your retirees free membership at a warm and friendly fitness center. Enrollment is easy and there is no initiation fee or contract. Available in all states except Pennsylvania and Nevada.	

	• Silver&Fit™	The Silver & Fit™ Fitness Program, designed specifically for Medicare beneficiaries, is a total health and physical activity program that is beneficial for Medicare-eligible persons on all fitness levels. Eligible members receive a basic fitness center membership at a contracted fitness center that includes all the amenities offered at that location. Only available in Pennsylvania and Nevada.
	• Humana Active Outlook®	Humana Active Outlook Program includes HAO Magazine, Life-Works-Member Assistance Program, and other health and wellness education materials.
	• QuitNet®	A comprehensive smoking cessation service. Its features include the Customized QuitNet® Website, telephone counseling/coaching, the QuitNet® QuitGuide, and QuitTips e-mail support.
	• HumanaFirst®	A toll-free 24-hour, 7 day a week medical information service staffed with specially trained registered nurses to assist in immediately answering questions on symptom related health conditions. Also available is an audio text library to access information on a variety of health topics.
	• Meal Program	After your overnight stay in the hospital or nursing facility, you are eligible for 10 nutritious, precooked frozen meals delivered to your door at no cost to you. To arrange for this service, simply call 1-866-96MEALS (1-866-966-3257) after your discharge and provide your Humana member ID number, and other basic information. A representative will call you to schedule delivery and determine whether you're eligible for other community-based programs to help with rehabilitation or other needs. Not available to members who reside in Alaska or Hawaii.

CARE MANAGEMENT	• Clinical Programs/Disease Management (3)	*Case Management* Offers support to high-risk members during or immediately following a hospitalization. Nurses assess member for risks, opportunities to coordinate care, and provide support/guidance to optimize health outcomes. Additionally, Humana Cares care management combines both CM and DM to effectively manage the health needs of the most complex members. *Chronic Condition Management* Humana's holistic complex care program, Humana Cares, provides care on a members-for-life model to the frailest members. This comprehensive model is considered "disease agnostic" in an effort to meet the specialized needs of Medicare members, who may have issues extending beyond physical, including financial, social, behavioral, environmental, and cognitive. A specialized program is also available for the specific needs of ESRD patients. Lower acuity members can receive support through the chronic conditions telephonic health coaching program. *Transplant Management* Guides and coordinates the services and procedures involved with transplants, from initial diagnosis, through recovery; supports members for one year post transplant. *Bariatric Management* Provides specialized guidance to Centers of Excellence, and provides coordinated bariatric surgery care, from evaluation through six months post surgery. *Humana Achieve* This holistic approach combines medical and behavioral support to improve mental health issues that could hinder the progression to better physical health. *Health Coaching* Health coaching wellness programs are offered on three topics: chronic conditions, nutrition, and back pain. These programs use telephonic certified health coaches with educational print materials to encourage healthy behaviors and positive lifestyle change.

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges.
(2) Emergency room copayment waived if admitted or if hospital is outside the U.S.
(3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.

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The products and services described below are neither offered nor guaranteed under our contract with the Medicare program. They are not subject to the Medicare appeals process. Any disputes regarding these products and services may be subject to the Humana grievance process.		
EXTRA SERVICES	• Complimentary & Alternative Medicine	The Healthways WholeHealth Network (HWHN) provides complimentary & alternative medicine discount services including chiropractic, acupuncture, and massage for Humana members and includes more than 35,000 practitioners. Not available to members who reside in Puerto Rico, Arkansas, Tennessee, & Oklahoma.
	• EyeMed Vision Discount	EyeMed Vision Care provides all Humana members reduced rates through the discount program. Discounts include savings on eyewear, contact lenses, laser vision correction, and eye exams. The EyeMed program offers national access to over 48,000 eye care professionals, including private practice optometrists, ophthalmologists, and opticians. Humana members present their member ID card to the EyeMed provider at the time of service to receive their savings. Members can also access a printable discount card that can be presented at the time of service. There are no claims to file, no deductibles to meet, and no waiting for reimbursement. Savings are applied directly to the member's purchase.
	• HumanaDental Discount	The HumanaDental discount is easy to use. Visit Humana.com or call HumanaDental at 1-800-898-0371 (TTY: 1-800-325-2025) to find a dentist in your area. The HumanaDental dentist will charge the negotiated fee, and you make the payment right after receiving services. Members residing in Florida have a similar dental discount program through CAREINGTON. Visit www.careington.com or call 1-866-636-9248 for more information. Not available to members who reside in Puerto Rico.
	• Hearing Aids and Care	Humana has teamed with TruHearing to provide services and discounts that include savings of $600 to $2,000 off retail costs on state-of-the-art digital hearing aids, a free comprehensive hearing exam using the latest diagnostic equipment, and follow-up office visits. These vendors provide a return guarantee within 45 days of purchase plus a one-year warranty on lost or damaged instruments and a two-year limited product warranty. Not available to members who reside in Florida.
	• Hearing Discount	You receive discounts for hearing aids and annual free hearing screenings and exams at any Beltone Hearing Center. Not available to members who reside in Florida, Illinois, or Puerto Rico.
	• Hearing Discount	Healthy Hearing Program offered by HearX/HearUSA. Includes special pricing on hearing aids, hearing aid batteries, periodic hearing aid checks and trade-in program. Available to members who reside in Florida only.
	• Lifeline® Medical Alert Systems	Humana has partnered with Lifeline® Medical Alert Systems to help you live a more independent, active life at home. You receive discounted rates on the installation of Lifeline CarePartners Home Communicator and lower monthly fees for monitoring services, provided 24-hours-a-day all year. Not available to members who reside in Puerto Rico.
	• Over-the-Counter Discount	Discounted prices on over the counter (OTC) health and wellness products available through RightSource. No charge for S&H.

	• Weight Management Discount (NutriSystem Silver™)	The goal of the NutriSystem Silver™ program is to help older Americans lose weight simply so they can enjoy vibrant, healthy lives. You get free membership and counseling, as well as free access to the NutriSystem community through our Website. When you sign up for the 28-Day NutriSystem Silver™ program, you get a free 30-day supply of Nutrihance® multivitamins and $30 off every order you place through the program.
	• eHarmony.com Discount	The eHarmony environment is designed to help you meet compatible singles. After getting to know you through a detailed questionnaire, eHarmony does the searching for you and only presents you with matches that are pre-screened for compatibility with you. As a Humana Medicare member, you save 20% on a six-month eHarmony membership. Not available to members who reside in Puerto Rico.
	• Roadside Assistance Discount	Through the Auto Assist Plus® 24-Hour Roadside Assistance Service, you and your spouse get comprehensive roadside assistance coverage in any owned vehicle you drive. Services include help with towing, flat tires, battery failure, lock-outs, and more at the Humana member-only price of $49.90 per year -- a retail value of $89. You can also enjoy savings on hotels, car rentals, and automotive services, at no additional cost. Not available to members who reside in Puerto Rico.
	• Life Resources Assistance Program	Call 1-800-662-4074 where you will be assisted by a Humana Cares health educator. The health educator can assist you with a vast array of issues such as housing, safety, food stamps, subsidized housing information, preventive health services, mental health services, caregiver support groups, employment program services, transportation, meals, financial assistance, and much more! Contact your plan for details. Not available to members who reside in Puerto Rico.
	• Pharmacy Discount - This is optional for all employers in 2012	Certain types of prescription drugs often are not covered by prescription drug plans. But if your doctor prescribes any of these drugs to you, the pharmacy discount service can make them more affordable. This discount program can save you an average of 20% or more for prescription medicines. These include drugs for weight loss, impotence, hair loss, and many other conditions. To see if a drug qualifies for the discount program, go to Humana.com and use the "prescription tools" section of MyHumana, or check your evidence of coverage booklet. All major pharmacy chains participate in this discount program, as well as many independent pharmacies, so it's easy to find a participating pharmacy near you.

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GENERAL LIMITATIONS AND EXCLUSIONS OF MEDICAL BENEFITS

Your benefits do not include the following, except as otherwise noted:

Abortions, except in cases of rape, incest or for life-endangering medical reasons.

Acupuncture

Ambulance service for nonemergency care to a physician's office, ambulance service for routine maintenance dialysis (unless medically necessary), ambulance service when another means of transportation could be used without endangering your health, or cost of air ambulance in excess of the amount payable for land ambulance when land ambulance would have sufficed.

Assisted suicide

Chiropractic services, except manual manipulation of the spine to correct a subluxation.

Clinical Trials are not covered under the Humana Group Medicare Plan, but are covered under Medicare. If you choose to be part of a Medicare-qualifying clinical trial, you may continue to receive any care unrelated to the clinical trial through the Humana Group Medicare Plan.

Custodial care/non-skilled nursing home care

Emergency services (as part of the emergency room benefit) that are non-authorized, and routine conditions that do not appear to a prudent lay person to be based on an emergency medical condition.

Experimental or investigational procedures, items and medications, as determined by Medicare; or Phase I and Phase II investigational treatments as outlined by the National Cancer Institute. When there is no Medicare national coverage policy or determination, we will, at our sole discretion, determine if a treatment is experimental or investigational.

Food allergy testing and treatment

Hearing Care, except what is covered under Medicare. Medicare-covered services are limited to diagnostic hearing exams and treatment when a medical problem is present.

Home health care services, including home health care blood transfusions, homemaker services, meals delivered to your home and nursing care on a full-time basis in your home, drugs and biologicals not covered by Medicare.

Hospice services in a Medicare-participating hospice are not covered under the Humana Group Medicare Plan, but are covered under Medicare. If you become eligible to enroll in a hospice program, you may continue to receive care unrelated to the terminal condition through the Humana Group Medicare Plan and you may also use a network physician as your hospice attending physician.

Hospital services for care and supplies not ordered by a physician, if such care and supplies would not be paid for under Medicare guidelines; convenience and personal care items which are billed separately such as telephone, television or radio; private duty nurses and a private room in a hospital, unless medically necessary.

Immunizations, except as outlined as a preventive care benefit.

Kidney dialysis

- Home dialysis services not covered include: dialysis aides services to assist in home dialysis; home dialysis blood or packed red cells unless administered by a network physician or a network physician personally directs its administration or it is needed to prime your dialysis equipment and wages lost to you and your dialysis assistant during self-training.
- Inpatient dialysis services not covered include inpatient hospital and skilled nursing facility costs when the stay is solely for maintenance dialysis.
- Outpatient dialysis services not covered include expenses for ambulance or other transportation from your home to a physician's office or a medical facility for routine maintenance dialysis and lodging costs during outpatient dialysis treatment.

Naturopath's services

Nursing care on a full-time basis in your home or private duty nurses

Orthopedic and therapeutic shoes, except if they are part of a leg brace or are for individuals with severe diabetic foot disease. Orthotics and custom-fitted inserts in shoes are not covered unless they are for individuals with severe diabetic foot disease.

Plastic, cosmetic, or reconstructive surgery, except when medically necessary as the result of an injury or tumor. Such surgery will also be covered if an objective physical impairment is present, which is defined as a direct measurable reduction of physical performance of an organ or body part. The presence of a psychological condition will not entitle you to coverage for plastic, cosmetic, or reconstructive surgery unless all other conditions are met. Breast reconstruction is only covered following a mastectomy.

Religious aspects of care provided in Religious non-medical healthcare institutions

Services for which you have other coverage, including military service-connected conditions as defined by the Veterans Administration for which care is received from the Veterans Administration by you or paid for you by the Veterans Administration. If you have Veterans Administration benefits, you may decide whether you will use those or the Humana Group Medicare Plan. However, the Humana Group Medicare Plan will not pay for services received from the Veterans Administration, services covered by another government program other than Medicare or Medicaid and services paid by workers' compensation, automobile liability insurance, employer group health plans, or any other type of insurance. The Humana Group Medicare Plan will become the secondary payer in cases such as workers' compensation, automobile liability, or other types of insurance.

Services performed by immediate relatives or members of your household, or services for which neither you nor another party acting on your behalf has a legal obligation to pay.

Skilled nursing facility if rehabilitation services or skilled nursing care are only required occasionally; or an inpatient stay is not necessary to receive the skilled rehabilitation services required; or the rehabilitation services no longer improve a condition or could be carried out by someone other than a skilled therapist: or care is custodial.

Surgical treatment of morbid obesity, except when determined medically necessary.

Therapeutic wigs

Transportation other than ambulance transportation

Vision Care, except what is covered under Medicare. Medicare-covered vision care is limited to one pair of standard eyeglasses or contact lenses after each cataract surgery, annual glaucoma screening if you are determined to be at high risk for glaucoma, and diagnosis and treatment of diseases and conditions of the eye.

2012 Standard Rx Option 27
Group Plus Formulary # 12800
Access Only Plan
Subject To CMS Approval
30 Day Supplies

Plan/Option	Rx Option Number	30 Day Retail from $0 to ICL (1)				30 Day Retail from ICL to Catastrophic (2) "Coverage Gap"				30 Day Retail Cost Sharing from Catastrophic to Unlimited	Out of Pocket that triggers Catastrophic	30 Day Home Infusion Drugs (3)			
		Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4			Tier 1*	Tier 2	Tier 3	Tier 4
079/082 079/623	Rx 27	$3	$45	$95	33%	$3	100%	100%	100%	Greater of $2.60 for generic/multiple source drugs ($6.50 for all others) or 5% coinsurance	$4,700	$3	$45	$95	33%

Plan/Option	Rx Option Number	30 Day Mail Order from $0 to ICL				30 Day Mail Order from ICL to Catastrophic "Coverage Gap"				30 Day Mail Order Cost Sharing from Catastrophic to Unlimited	Out of Pocket that triggers Catastrophic
		Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/082 079/623	Rx 27	$0	$45	$95	33%	$0	100%	100%	100%	Greater of $2.60 for generic/multiple source drugs ($6.50 for all others) or 5% coinsurance	$4,700

*Tier 1: Generic or Preferred Generic
Tier 2: Preferred Brand
Tier 3: Non-Preferred Brand
Tier 4: Specialty Tier

Footnotes
1 *ICL (Initial Coverage Limit):* When total drug costs (the amount the customer pays plus the amount Humana pays) reach $2,930.
2 *Catastrophic:* Once a member's True Out Of Pocket (TrOOP) cost reaches $4,700.
3 *Home Infusion Drugs:* These drugs will be covered at the specified copayments until the member reaches the Catastrophic level.

Out of Network: Emergency Situations
When a member purchases a drug at an out-of-network pharmacy in an emergency situation:
a. the member will pay the same coinsurance as would have applied at a network pharmacy, but at the out-of-network pharmacy price, and/or,
b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price.

For Agent and Broker use only

2012 Standard Rx Option 27
Group Plus Formulary # 12800
Access Only Plan
Subject To CMS Approval
90 Day Supplies

Plan/Option	Rx Option Number	90 Day Retail (3) from $0 to ICL (1)				90 Day Retail from ICL to Catastrophic (2) "Coverage Gap"				90 Day Retail Cost Sharing from Catastrophic to Unlimited	Out of Pocket that triggers Catastrophic	90 Day Home Infusion Drugs (4)			
		Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4			Tier 1*	Tier 2	Tier 3	Tier 4
079/082 079/623	Rx 27	$9	$135	$285	N/A	$9	100%	100%	N/A	Greater of $2.60 for generic/multiple source drugs ($6.50 for all others) or 5% coinsurance	$4,700	$9	$135	$285	N/A

Plan/Option	Rx Option Number	90 Day Mail Order (3) from $0 to ICL				90 Day Mail Order from ICL to Catastrophic "Coverage Gap"				90 Day Mail Order Cost Sharing from Catastrophic to Unlimited	Out of Pocket that triggers Catastrophic
		Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/082 079/623	Rx 27	$0	$125	$275	N/A	$0	100%	100%	N/A	Greater of $2.60 for generic/multiple source drugs ($6.50 for all others) or 5% coinsurance	$4,700

*Tier 1: Generic or Preferred Generic
Tier 2: Preferred Brand
Tier 3: Non-Preferred Brand
Tier 4: Specialty Tier

Footnotes
1 *ICL (Initial Coverage Limit):* When total drug costs (the amount the customer pays plus the amount Humana pays) reach $2,930.
2 *Catastrophic:* Once a member's True Out Of Pocket (TrOOP) cost reaches $4,700.
3 *Retail and Mail Order:* Retail and Mail Order benefit for a 90-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.
4 *Home Infusion Drugs:* These drugs will be covered at the specified copayments until the member reaches the Catastrophic level.

When a member purchases a drug at an out-of-network pharmacy in an emergency situation:
a. the member will pay the same coinsurance as would have applied at a network pharmacy, but at the out-of-network pharmacy price, and/or,
b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price.

For Agent and Broker use only

General Exclusions

Your benefits do not include the following, except as otherwise noted:

Any drug not defined by CMS as a Part D drug;

Any drug prescribed for noncovered illness or injury;

Any drug you receive before your effective date of coverage, or after the date your coverage has ended;

Any costs related to the mailing, sending or delivery of prescription drugs; unless you are utilizing our mail-order pharmacy which includes first class delivery service;

More than one prescription for the same drug until at least 75% of the prescription has been used by the member based on the dosage schedule prescribed by the network provider, or if received through the mail-order pharmacy program at least 66% of the previous prescription has been used;

Any fraudulent misuse of this benefit, including prescriptions purchased for consumption by someone other than the member;

Any drug determined by us to require prior authorization and prior authorization is not obtained;

Prescriptions or refills for drugs that are lost, stolen, spilled, spoiled or damaged;

Any refunds or credits for prescription copayments or coinsurance after a prescription has been filled, regardless of whether the request is because of an adverse reaction or a change in the dosage or prescription;

Any drug prescribed for intended use other than for indications approved by the FDA; or recognized off-label indications through peer-reviewed medical literature;

May exclude Barbiturates and Benzodiazepines;

May exclude drugs such as Viagra, Cialis, Levitra, and Caverject, when used for the treatment of sexual or erectile dysfunction.

October 25, 2011 Regular BoCC Meeting
Agenda Item #18

Title
Professional Surveying Services with George F. Young, Inc. (Amended)

Amount
N/A

Description
Request Approval of the Second Amendment to Agreement for Professional Surveying Services with George F. Young, Inc.

Recommendation
Accept the Second Amendment to the Agreement for Professional Surveying Services with George F. Young, Inc.

Alternative(s)
Do not accept the Second Amendment with George F. Young, Inc.., and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works

Attachment(s) Description
Second Amendment to Agreement, and copy of original Agreement for Professional Surveying Services, dated November 25, 2008 with George F. Young, Inc.

Documents Requiring Action
Second Amendment to Agreement for Professional Surveying Services with George F. Young, Inc.

Executive Summary
Second Amendment to Agreement for Professional Surveying Services with George F. Young, Inc.; to provide professional surveying services to Alachua County for the period of October 1, 2011 through September 30, 2012.

Background
On August 12, 2008, the Board of County commissioners approved the ranking of the surveying firms and authorized staff to negotiate three agreements for professional services. On November 25, 2008 the Board approved a two year agreement with an option to renew for three successive one-year periods with (1) Eng, Denman and Associates, Inc; (2) George F. Young, Inc. and (3) Lochrane Engineering, Inc. The First Amendment to the Agreements was approved by the Board on September 28, 2010. This Second Amendment renews the agreement with George F. Young, Inc. for the period of October 1, 2011 through September 30, 2012. The Public Works Department has been satisfied with the surveying results; the specified deadlines; and their charges per each survey.

Issues
These continuing services Amendments are necessary to assist the County with surveying services related to County projects and to avoid the potential for costly delays for the fiscal year of 2011-2012.

Fiscal Recommendation
To be determined on a case-by-case basis as various projects arise. .

Fiscal Alternative(s)
N/A

Funding Sources
To be determined based on project particulars.

Account Code(s)
N/A

Attachment: G Young 2nd Amend Final.pdf

SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND GEORGE F. YOUNG, INC. FOR PROFESSIONAL SURVEYING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 24th day of October 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 "County", and **GEORGE F. YOUNG, INC.,** a Florida Corporation, hereinafter referred to as the "Surveyor",

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated November 25th, 2008, for the provision of Professional Surveying Services; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend Agreement dated November 25th, 2008, as follows:

A. SECTION "C". TERM of the Agreement, is amended in its entirety to read:

C. **Term** This Agreement is effective on October 1st, 2011 and continues through September 30, 2012, with an option to renew for one successive one year period at a rate to be negotiated at each renewal period.

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 "G" COMPENSATION of the Agreement is amended in its entirety to read:

G. **Compensation** - Compensation to the Surveyor for services performed under each request issued under Section E of the original Agreement. shall be established when a request is prepared. The amount of such compensation will be based on an hourly rate plus any reimbursable expenses

The Surveyor will be paid based on the hourly rates listed below:

Testimony by Professional Surveyor	$200.00	per hour
Professional Surveyor - Principal	130.00	per hour
Project Surveyor	110.00	per hour
Crew Person	20.00	per hour
Party Chief	73.00	per hour
Instrument Person	40.00	per hour
Drafts Person	70.00	per hour
Survey Technician	95.00	per hour
CAD Operator	80.00	per hour
Clerical	55.00	per hour

Overtime: multiply the above rates by 1.3 . The cost for overtime must be pre-approved by the County Surveyor and is to be used only for emergency surveying requests.

Reimbursable expenses will include: Rebar & Cap @ $1.00 each, and concrete monuments at $10.00 each. The Surveyor shall not be reimbursed for any travel expenses or mileage within Alachua County.

If any specialized equipment is required, such as Global Positioning System (GPS) surveying, the specialized equipment will be paid for at actual cost for the time used, but first, it must be approved by the County Surveyor. All equipment costs normally used in surveys, such as, but not limited to, total stations, data collectors, levels, theodolites, etc., shall be included in the above rates.

In addition, the Surveyor will be reimbursed for the following:
The cost for reproduction of surveying drawings at $.50 per square foot for bond, $1.75 per square foot for 3 mil Mylar and $1.00 per square foot for reproducible vellums.
The cost for photographs at direct cost for film and processing.
The cost for photocopying at $1.00 per copy on 8-1/2 inch by 14 inch paper, or less.

The cost for subcontracting services shall be clearly defined, along with cost estimates, as specified in Section E and F of the original Agreement. In the event the project assignment requires specialized services, such as, but not limited to, photogrammetry, the Surveyor must receive an additional Notice To Proceed from the County Surveyor. The Surveyor shall not initiate any subcontracted services without prior approval from the County Surveyor.

The Surveyor may submit monthly invoices for payment, specifying the specific tasks completed under this Agreement and that the Surveyor is entitled to receive.

All payments for services herein discussed above are contingent upon the satisfactory progress of the work and the work itself being satisfactory to the County Surveyor.

Invoices shall be sent to the County Surveyor at the:
Alachua County Public Works Department
5620 NW 120 Lane
Gainesville, Florida, 32653

Payments shall be made to:
George F. Young, Inc.
1905 South Main Street
Gainesville, Florida, 32601

C. This amendment shall take effect upon the expiration of the Agreement 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 between the parties, dated November 25th, 2008, 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: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: _____
Print: JOHN P. BASTOW
Title: V.P. ENGINEERING

VENDOR

GEORGE F. YOUNG, INC

By: _____
Print: James A Akker
Title: Senior Vice President

October 25, 2011 Regular BoCC Meeting
Agenda Item #19

Title
Lochrane Engineering: Professional Surveying Services with Lochrane Engineering, Inc. (Amended)

Amount
N/A

Description
Request Approval of the Second Amendment to Agreement for Professional Surveying Services with Lochrane Engineering, Inc.

Recommendation
Approve the Second Amendment to Agreement for Professional Surveying Services with Lochrane Engineering, Inc.

Alternative(s)
Do not accept the Second Amendment with Lochrane Engineering, Inc., and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works

Attachment(s) Description
Second Amendment to Agreement, and copy of original Agreement for Professional Surveying Services, dated November 25, 2008 with Lochrane Engineering, Inc.

Documents Requiring Action
Second Amendment to Agreement for Professional Surveying Services with Lochrane Engineering, Inc.

Executive Summary
Second Amendment to Agreement for Professional Surveying Services with Lochrane Engineering, Inc. to provide professional surveying services to Alachua County for the period of October 1, 2011 through September 30, 2012.

Background
On August 12, 2008, the Board of County commissioners approved the ranking of the surveying firms and authorized staff to negotiate three agreements for professional services. On November 25, 2008 the Board approved a two year agreement with an option to renew for three successive one-year periods with (1) Eng, Denman and Associates, Inc; (2) George F. Young, Inc. and (3) Lochrane Engineering, Inc. The First Amendment to the Agreements was approved by the Board on September 28, 2010. This Second Amendment renews the agreement with Lochrane Engineering, Inc. for the period of October 1, 2011 through September 30, 2012. The Public Works Department has been satisfied with the surveying results; the specified deadlines; and their charges per each survey.

Issues
These continuing services Amendments are necessary to assist the County with surveying services related to County projects and to avoid the potential for costly delays for the fiscal year of 2011-2012.

Fiscal Recommendation
To be determined on a case-by-case basis as various projects arise.

Fiscal Alternative(s)
N/A

Funding Sources
To be determined based on project particulars.

Account Code(s)
N/A

Attachment: Lochrane 2nd Amend Final.pdf

SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND LOCHRANE ENGINEERING, INC. FOR PROFESSIONAL SURVEYING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 24th day of October 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 "County", and **LOCHRANE ENGINEERING, INC.,** a Florida Corporation, hereinafter referred to as the "Surveyor",

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated November 25th, 2008, for the provision of Professional Surveying Services; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend Agreement dated November 25th, 2008, as follows:

A. SECTION "C". TERM of the Agreement, is amended in its entirety to read:

C. **Term** This Agreement is effective on October 1st, 2011 and continues through September 30, 2012, with an option to renew for one successive one year period at a rate to be negotiated at each renewal period.

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 "G" COMPENSATION of the Agreement is amended in its entirety to read:

G. **Compensation** - Compensation to the Surveyor for services performed under each request issued under Section E of the original Agreement. shall be established when a request is prepared. The amount of such compensation will be based on an hourly rate plus any reimbursable expenses. The Surveyor will be paid based on the hourly rates listed below:

Testimony by Professional Surveyor	$210.00 per hour
Professional Surveyor - Principal	171.00 per hour
Project Surveyor	120.00 per hour
Crew Person	40.00 per hour
Party Chief	85.00 per hour
Instrument Person	52.00 per hour
Drafts Person	50.00 per hour
Survey Technician	80.00 per hour
CAD Operator	50.00 per hour

Clerical 50.00 per hour

Overtime: multiply the above rates by 1.5. The cost for overtime must be pre-approved by the County Surveyor and is to be used only for emergency surveying requests.

Reimbursable expenses will include: Rebar & Cap @ $2.00 each, and 4" x 4" concrete monuments at $12.25 each. The Surveyor shall not be reimbursed for any travel expenses or mileage within Alachua County.

If any specialized equipment is required, such as Global Positioning System (GPS) surveying, the specialized equipment will be paid for at actual cost for the time used, but first, it must be approved by the County Surveyor. All equipment costs normally used in surveys, such as, but not limited to, total stations, data collectors, levels, theodolites, etc., shall be included in the above rates.

In addition, the Surveyor will be reimbursed for the following:
The cost for reproduction of surveying drawings at $.45 per square foot for bond, $1.85 per square foot for 3 mil Mylar and $.95 per square foot for reproducible vellums.
The cost for photographs at direct cost for film and processing.
The cost for photocopying at $.10 for black & white, or $.65 for color, per copy on 8-l/2 inch by l4 inch paper, or less.

The cost for subcontracting services shall be clearly defined, along with cost estimates, as specified in Section E and F of the original Agreement. In the event the project assignment requires specialized services, such as, but not limited to, photogrammetry, the Surveyor must receive an additional Notice To Proceed from the County Surveyor. The Surveyor shall not initiate any subcontracted services without prior approval from the County Surveyor.

The Surveyor may submit monthly invoices for payment, specifying the specific tasks completed under this Agreement and that the Surveyor is entitled to receive.

All payments for services herein discussed above are contingent upon the satisfactory progress of the work and the work itself being satisfactory to the County Surveyor.

Invoices shall be sent to the County Surveyor at the:
Alachua County Public Works Department
5620 NW 120 Lane
Gainesville, Florida 32653

Payments shall be made to:
Lochrane Engineering, Inc.
201 South Bumby Avenue
Orlando, Florida, 32803

C. This amendment shall take effect upon the expiration of the Agreement 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 between the parties, dated November 25th, 2008, 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:_____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By:_____
Print: Robert J. Lochrane, PE
Title: Vice President/Secretary

VENDOR

LOCHRANE ENGINEERING, INC

By:_____
Print: Michael J. Cavalere, RSM
Title: Vice President

October 25, 2011 Regular BoCC Meeting
Agenda Item #20

Title
Eng, Denman and Associates: Second Amendment to Agreement for Professional Surveying Services with Eng, Denman and Associates, Inc (Amended)

Amount
N/A

Description
Request Approval of the Second Amendment to Agreement for Professional Surveying Services with Eng, Denman and Associates, Inc.

Recommendation
Approve the Second Amendment to the Agreement for Professional Surveying Services with Eng, Denman and Associates, Inc.

Alternative(s)
Do not accept the Second Amendment with Eng, Denman and Associates, Inc., and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works

Attachment(s) Description
Second Amendment to Agreement, and copy of original Agreement for Professional Surveying Services, dated November 25, 2008 with Eng, Denman and Associates, Inc.

Documents Requiring Action
Second Amendment to Agreement for Professional Surveying Services with Eng, Denman and Associates, Inc..

Executive Summary
Second Amendment to Agreement for Professional Surveying Services with Eng, Denman and Associates, Inc. to provide professional surveying services to Alachua County for the period of October 1, 2011 through September 30, 2012.

Background
On August 12, 2008, the Board of County commissioners approved the ranking of the surveying firms and authorized staff to negotiate three agreements for professional services. On November 25, 2008 the Board approved a two year agreement with an option to renew for three successive one-year periods with (1) Eng, Denman and Associates, Inc; (2) George F. Young, Inc. and (3) Lochrane Engineering, Inc. The First Amendment to the Agreements was approved by the Board on September 28, 2010. This Second Amendment renews the agreement with Eng, Denman and Associates, Inc. for the period of October 1, 2011 through September 30, 2012. The Public Works Department has been satisfied with the surveying results; the specified deadlines; and their charges per each survey.

Issues
These continuing services Amendments are necessary to assist the County with surveying services related to County projects and

to avoid the potential for costly delays for the fiscal year of 2011-2012.

Fiscal Recommendation
To be determined on a case-by-case basis as various projects arise.

Fiscal Alternative(s)
N/A

Funding Sources
To be determined based on project particulars.

Account Code(s)
N/A

Attachment: Eng Dengman 2nd Amend Final.pdf

SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND ENG, DENMAN AND ASSOCIATES, INC. FOR PROFESSIONAL SURVEYING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 24th day of October 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 "County", and **ENG, DENMAN AND ASSOCIATES, INC.,** a Florida Corporation, hereinafter referred to as the "Surveyor",

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated November 25th, 2008, for the provision of Professional Surveying Services; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend Agreement dated November 25th, 2008 as follows:

A. SECTION "C". TERM of the Agreement, is amended in its entirety to read:

C. **Term** This Agreement is effective on October 1st, 2011 and continues through September 30, 2012, with an option to renew for one successive one year period at a rate to be negotiated at each renewal period.

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 "G" COMPENSATION of the Agreement is amended in its entirety to read:

G. **Compensation** - Compensation to the Surveyor for services performed under each request issued under Section E of the original Agreement shall be established when a request is prepared. The amount of such compensation will be based on an hourly rate plus any reimbursable expenses.

The Surveyor will be paid based on the hourly rates listed below:

Testimony by Professional Surveyor	$140.00	per hour
Professional Surveyor - Principal	82.00	per hour
Project Surveyor	75.00	per hour
Crew Person	32.00	per hour
Party Chief	57.00	per hour
Instrument Person	46.00	per hour
Drafts Person	43.00	per hour
Survey Technician	45.00	per hour
CAD Operator	64.00	per hour
Clerical	30.00	per hour

Overtime: multiply the above rates by 1.33 . The cost for overtime must be pre-approved by the County Surveyor and is to be used only for emergency surveying requests.

Reimbursable expenses will include: Rebar & Cap @ $2.50 each, and concrete monuments at $6.50 each. The Surveyor shall not be reimbursed for any travel expenses or mileage within Alachua County.

If any specialized equipment is required, such as Global Positioning System (GPS) surveying, the specialized equipment will be paid for at actual cost for the time used, but first, it must be approved by the County Surveyor. All equipment costs normally used in surveys, such as, but not limited to, total stations, data collectors, levels, theodolites, etc., shall be included in the above rates.

In addition, the Surveyor will be reimbursed for the following:
The cost for reproduction of surveying drawings at $ .25 per square foot for bond, $2.00 per square foot for 3 mil Mylar and $1.00 per square foot for reproducible vellums.
The cost for photographs at direct cost for film and processing.
The cost for photocopying at $.15 per copy on 8-l/2 inch by l4 inch paper, or less.

The cost for subcontracting services shall be clearly defined, along with cost estimates, as specified in Section E and F of the original Agreement. In the event the project assignment requires specialized services, such as, but not limited to, photogrammetry, the Surveyor must receive an additional Notice To Proceed from the County Surveyor. The Surveyor shall not initiate any subcontracted services without prior approval from the County Surveyor.

The Surveyor may submit monthly invoices for payment, specifying the specific tasks completed under this Agreement and that the Surveyor is entitled to receive. All payments for services herein discussed above are contingent upon the satisfactory progress of the work and the work itself being satisfactory to the County Surveyor.

Invoices shall be sent to the County Surveyor at the:
Alachua County Public Works Department
5620 NW 120 Lane
Gainesville, Florida, 32653

Payments shall be made to:
Eng, Denman and Associates, Inc.
2404 NW 43 Street
Gainesville, Florida, 32606

C. This amendment shall take effect upon the expiration of the Agreement 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 between the parties, dated November 25th, 2008, 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:_____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM
Alachua County Attorney's Office

VENDOR

ENG DENMAN AND ASSOCIATES, INC

ATTEST (~~By Corporate Officer~~) MHD

By _____
Print: ALAN LANGSTON
Title: _____

By: Monica Denman
Print: Monica Denman
Title: CFO

October 25, 2011 Regular BoCC Meeting
Agenda Item #21

Title
Authorization for "Subdivision of Sections 15 & 22, Tp 11 S, R 18 E", plat vacation advertisement.

Amount
N/A

Description
Authorization to advertise a Public Hearing for Board consideration to vacate a portion of the plat of "Subdivision of Sections 15 & 22, Tp 11 S, R 18 E".

Recommendation
That the Board authorize the advertisement for the "Subdivision of Sections 15 & 22, Tp 11 S, R 18 E" plat vacation.

Alternative(s)
Do not authorize the advertisement and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works

Attachment(s) Description
Notice of Public Hearing and location maps.

Documents Requiring Action
N/A

Executive Summary
Authorization to advertise a Public Hearing for Board consideration to vacate a portion of the plat of "Subdivision of Sections 15 & 22, Tp 11 S, R 18 E".

Background
Alachua County Public Works Department has received an application from Causseaux, Hewett & Walpole, Inc., as agent for Eugene & Barbara Mark, the property owner, to vacate a portion of the plat of "Subdivision of Sections 15 & 22, Tp 11 S, R 18 E", as per plat recorded on January 18, 1886 in Plat Book "A", page 10 of the public records of Alachua County, Florida. The area the property owners are requesting to be vacated is that portion of the Subdivision of Sections 15 & 22, Tp 11 S, R 18 E that lies within Tax Parcel 04712-005-001, which is depicted as a portion of Lots 17 & 32 of Section 10 of said plat. Public Works has reviewed their request and is making a favorable recommendation to the Board to consider vacating the portion of said subdivision as requested. The vacation of this portion of said plat does not contain any platted roadways and will not deprive any person of a reasonable means of ingress and egress to his or her premises and will not materially interfere with the County's road system. This plat vacation is being made in order to eliminate the historical lot line within said Tax Parcel 04712-005-001. The "Subdivision of Sections 15 & 22, Tp 11 S, R 18 E" is located south of Archer Road and east of SW 143 Street.

Issues

This plat vacation is being requested in order to eliminate the historical lot line within said Tax Parcel 04712-005-001, as part of the application for a family homestead exception. Without this plat vacation the property owners will not be able to finalize the family homestead exception.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Notice_PH_Sub_Secs15and22_11_18.pdf

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Alachua County, Florida, will consider the adoption of a Resolution for vacating and abandoning a portion of the plat of "Subdivision of Sections 15 & 22, Tp 11 S, R 18 E." as per plat recorded on January 18, 1886 in Plat Book "A", page 10 of the public records of Alachua County, Florida, at a public hearing to be held in Room 209 of the Alachua County Administration Building, 12 Southeast 1st Street, Gainesville, Florida, on the _____ of_____, A.D., 2011, at 5:00 o'clock p.m., or as soon thereafter, as the matter may be heard; said portion of the plat being described as follows.

That portion of Subdivision of Sections 15 & 22, Tp 11 S, R 18 E., as per plat recorded on January 18, 1886 in Plat Book "A", page 10 of the public records of Alachua County, Florida that lies within Tax Parcel 04712-005-001, Lying and being in Section 10, Township 11 South, Range 18 East

A map showing the description boundary and proposed plat vacation can be reviewed in the County Manager's office located on the second floor of the above County Administration Building

All persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceeding and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to attend and be heard. Anyone with a disability who needs an accommodation, please call 352-374-5245 or TTD 904-374-5284.

Lee Pinkoson, Chair
Board of County Commissioners

Please publish two times, on Tuesday, _____, 2011 and again on Tuesday, ___ _____, 2011.

Bill Account No. 97588 and
Send proof of publication to:
Alachua County
Office of Management and Budget
105 SE 1st Avenue, Ste 6
Gainesville, Florida 32601

SKETCH FOR FAMILY HOMESTEAD EXCEPTION

SITUATED IN SECTION 10, TOWNSHIP 11 SOUTH, RANGE 18 EAST,
ALACHUA COUNTY, FLORIDA

"SKETCH - NOT A BOUNDARY SURVEY"

N

GRAPHIC SCALE
0 20 40 80

LEGEND
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK

PARENT PARCEL DESCRIPTION: (PER O.R.B. 1767, PAGE 2498)

A PARCEL OF LAND SITUATED IN FRACTIONAL SECTION 10, TOWNSHIP 11 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 10, TOWNSHIP 11 SOUTH, RANGE 18 EAST, AND RUN SOUTH 00 DEG. 53 MIN. 41 SEC. EAST, A DISTANCE OF 1217.33 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD S.R. 188 AND FOUND 1/4" CONCRETE MONUMENT, P.L.S. #2113; THENCE RUN SOUTH 48 DEG. 07 MIN. 01 SEC. WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 467.44 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE RUN SOUTH 00 DEG. 53 MIN. 03 SEC. EAST A DISTANCE OF 993.90 FEET; THENCE RUN SOUTH 88 DEG. 12 MIN. 19 SEC. WEST A DISTANCE OF 243.80 FEET; THENCE RUN NORTH 00 DEG. 53 MIN. 03 SEC. WEST A DISTANCE OF 793.22 FEET TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF S.R. 188; THENCE RUN NORTH 48 DEG. 07 MIN. 01 SEC. EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 318.24 FEET TO THE POINT OF BEGINNING.

FAMILY HOMESTEAD EXCEPTION PARCEL DESCRIPTION:
(BY THIS SURVEYOR)

A PARCEL OF LAND SITUATED IN FRACTIONAL SECTION 10, TOWNSHIP 11 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 10, TOWNSHIP 11 SOUTH, RANGE 18 EAST; THENCE SOUTH 00°53'41" EAST, A DISTANCE OF 1217.33 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD S.R. 188; THENCE SOUTH 48°07'01" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 467.44 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1767, PAGE 2498 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 00°53'03" EAST ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 450.00 FEET; THENCE DEPARTING SAID EASTERLY LINE, SOUTH 88°12'19" WEST, A DISTANCE OF 193.81 FEET; THENCE NORTH 00°53'03" WEST A DISTANCE OF 290.48 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF S.R. 188; THENCE NORTH 48°07'01" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 252.67 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.650 ACRES, MORE OR LESS.

RESIDUAL PARCEL DESCRIPTION:

A PARCEL OF LAND SITUATED IN FRACTIONAL SECTION 10, TOWNSHIP 11 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 10, TOWNSHIP 11 SOUTH, RANGE 18 EAST, THENCE SOUTH 00°53'41" EAST, A DISTANCE OF 1217.33 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD S.R. 188; THENCE SOUTH 48°07'01" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 467.44 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1767, PAGE 2498 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 00°53'03" EAST ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°53'03" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 543.90 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 88°12'19" WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 243.80 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 00°53'03" WEST, ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 793.22 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID CORNER BEING SITUATED ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF S.R. 188; THENCE NORTH 48°07'01" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 83.27 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 00°53'03" EAST, A DISTANCE OF 298.48 FEET; THENCE NORTH 88°12'19" EAST, A DISTANCE OF 193.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.351+ ACRES, MORE OR LESS.

POINT OF COMMENCEMENT
NE CORNER OF FRACTIONAL SECTION 10, TOWNSHIP 11 SOUTH, RANGE 18 EAST

S 0°53'41" E 1217.33'

S 48°07'01" W 467.44'

POINT OF BEGINNING
FAMILY HOMESTEAD EXCEPTION PARCEL AND PARENT PARCEL

OWNER: ROBERT FREDERICK PENN, TRUSTEE
TAX PARCEL 04712-005-000

EASTERLY LINE OF LANDS DESCRIBED IN O.R.B. 1767, PAGE 2498

S 0°53'03" E 450.00'

NE CORNER OF LANDS DESCRIBED IN O.R.B. 1767, PAGE 2498

SOUTHERLY R/W LINE OF COUNTY ROAD S.R. 188 (120' R/W)

N 48°07'01" E 252.67'

N 48°07'01" E 318.24'

GAINESVILLE REGIONAL UTILITIES R/W (VARIOUS WIDTHS)

STATE ROAD NO. 24
(VARIABLE R/W)

FAMILY HOMESTEAD EXCEPTION PARCEL
±1.650 ACRES

N 0°53'03" W 290.48'
S 0°53'03" E 290.48'

N 88°12'19" E 193.81'
S 88°12'19" W 193.81'

COUNTY ROAD S.R. 188 (120' R/W)

NW CORNER OF LANDS DESCRIBED IN O.R.B. 1767, PAGE 2498

OWNER: HEATHER LEE MANNING
TAX PARCEL 04712-005-003

S 0°53'03" E 993.90'

POINT OF BEGINNING
RESIDUAL PARCEL

PARENT PARCEL
TAX PARCEL 04712-005-001
(O.R.B. 1767, PAGE 2498)
±5.001 ACRES

WESTERLY LINE OF LANDS DESCRIBED IN O.R.B. 1767, PAGE 2498

N 0°53'03" W 793.22'

OWNER: WALLACE & GENICE REID
TAX PARCEL 04712-000-000

OWNER: HARVEY & CAROLYN SCHILLING
TAX PARCEL 04712-005-002

S 0°53'03" E 543.90'

SE CORNER OF LANDS DESCRIBED IN O.R.B. 1767, PAGE 2498

RESIDUAL PARCEL
±3.351 ACRES

S 88°12'19" W 243.82'

OWNER: JOAO & CARMEN DOOLE
TAX PARCEL 04712-003-000

SW CORNER OF LANDS DESCRIBED IN O.R.B. 1767, PAGE 2498

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE LEGAL DESCRIPTION CONTAINED WITHIN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1767, PAGE 2498, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA
2. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH WAS PREPARED TO ASSIST THE CLIENT THROUGH ALACHUA COUNTY'S FAMILY HOMESTEAD EXCEPTION PROCESS.
3. RIGHT OF WAY INFORMATION SHOWN HEREON IS BASED ON A PRIOR SURVEY PREPARED BY J.W. BROWN, INC. UNDER PROJECT NUMBER 90-108, DATED MARCH 26, 1990

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone: (352) 331-1976 • Fax: (352) 331-2476 • www.chw-inc.com
LB-3078

SCALE: 1" = 40'

DRAFTED: 06-30-2011
REVISION DATE:
PROJECT NUMBER: 11-0124

DESIGNED: N/A
DRAWN: MAS
CHECKED: AHH
FIELD BOOK & PAGE: N/A

EUGENE R. MARK

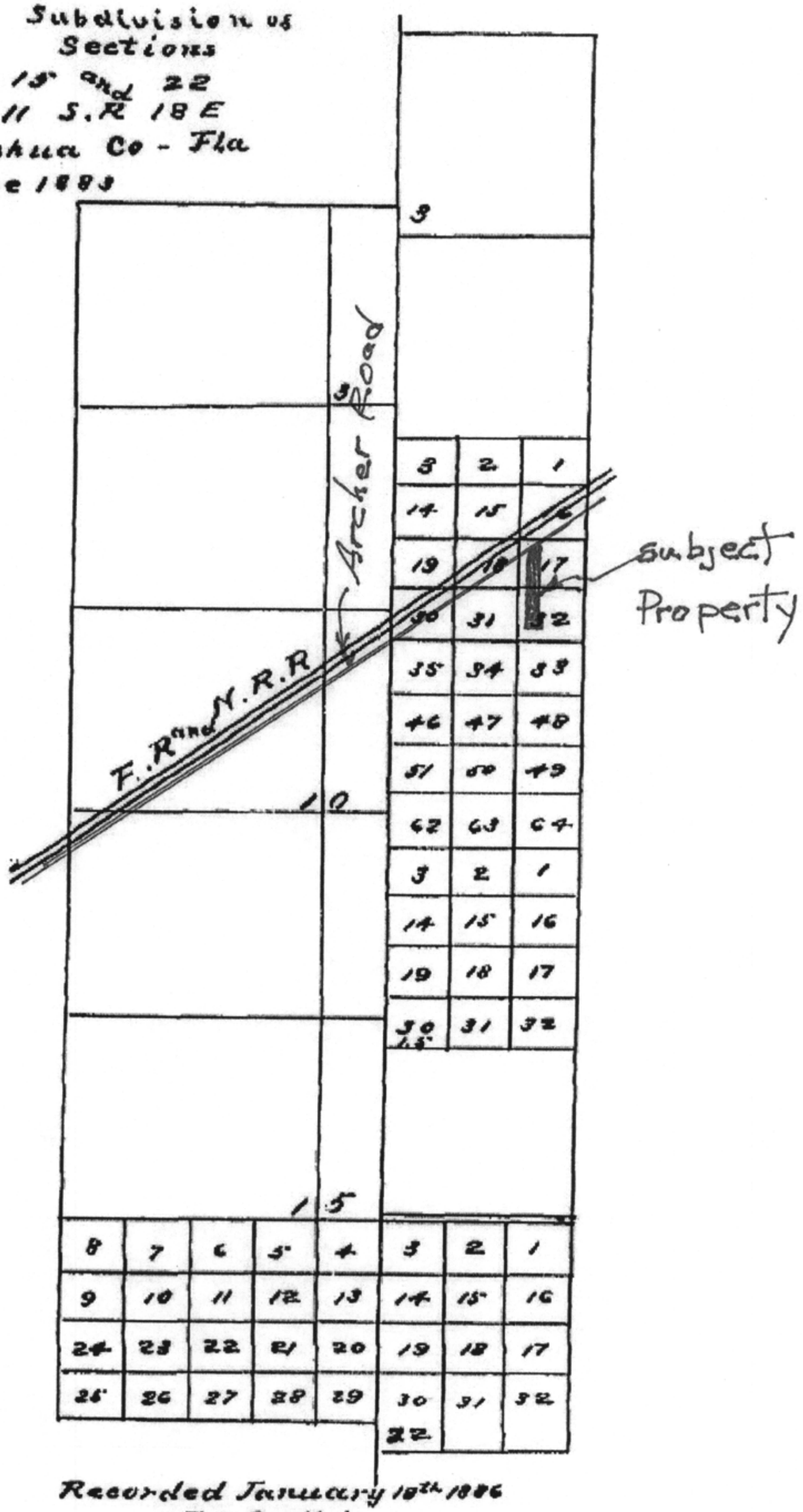
AARON H. HICKMAN
Professional Surveyor & Mapper Fla. License No. 5191

This map prepared by
Certificate of Authorization No. LB 3078
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

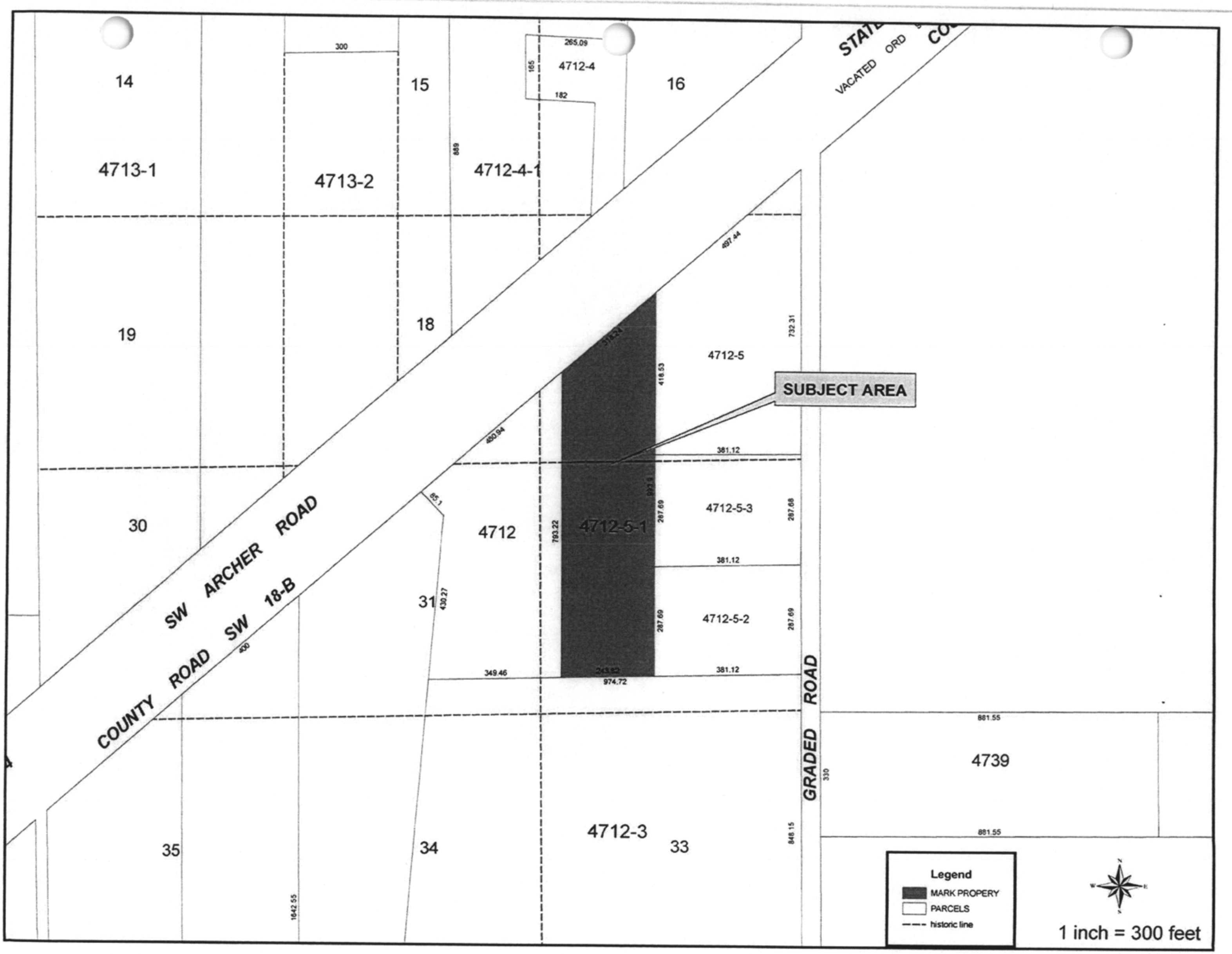
SHEET NO.
1 OF 1

Portion of Plat Book "A"
Page 10 - Alachua County, Florida.

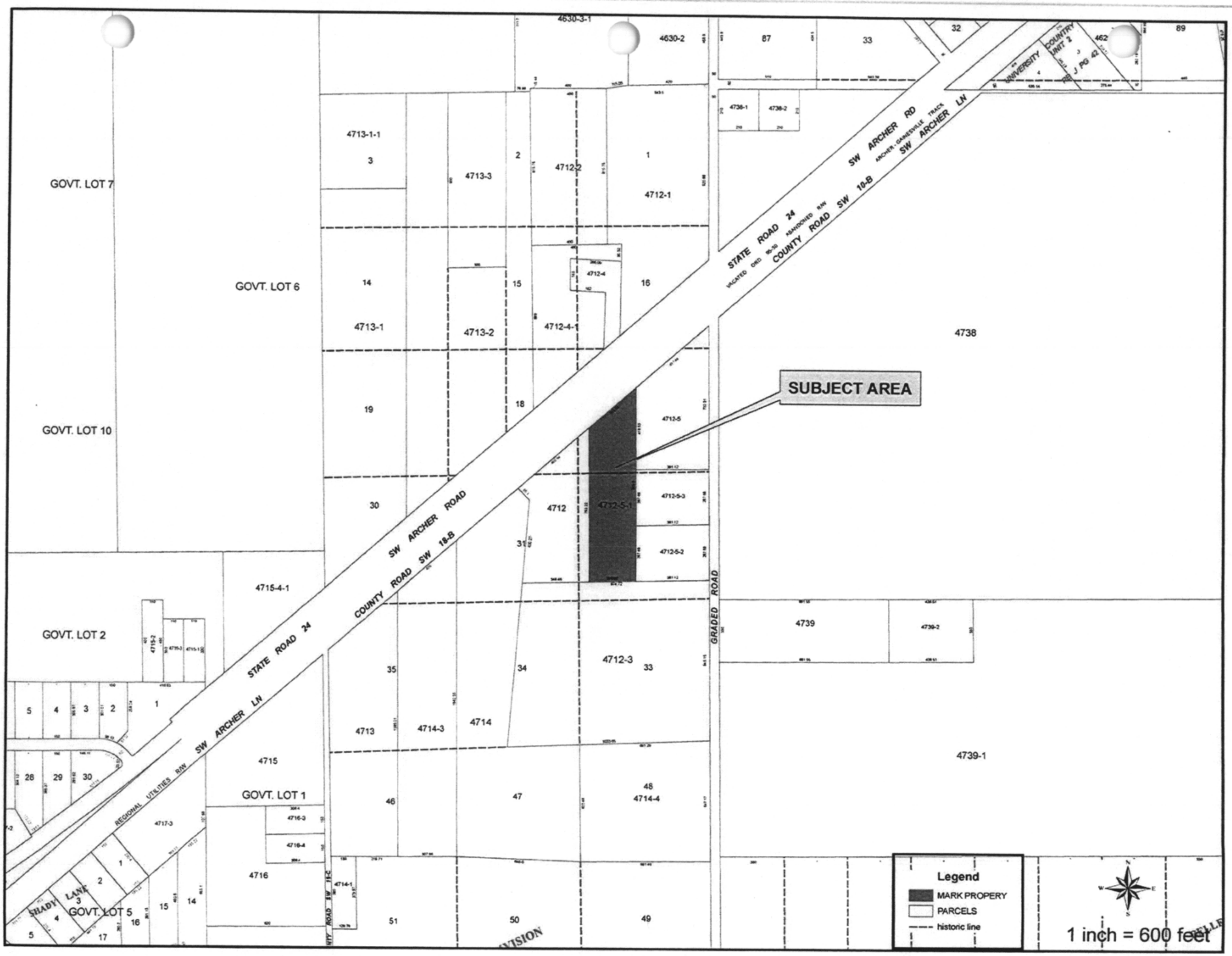
Subdivision of
Sections
15 and 22
Tp 11 S.R 18 E
Alachua Co - Fla
June 1883

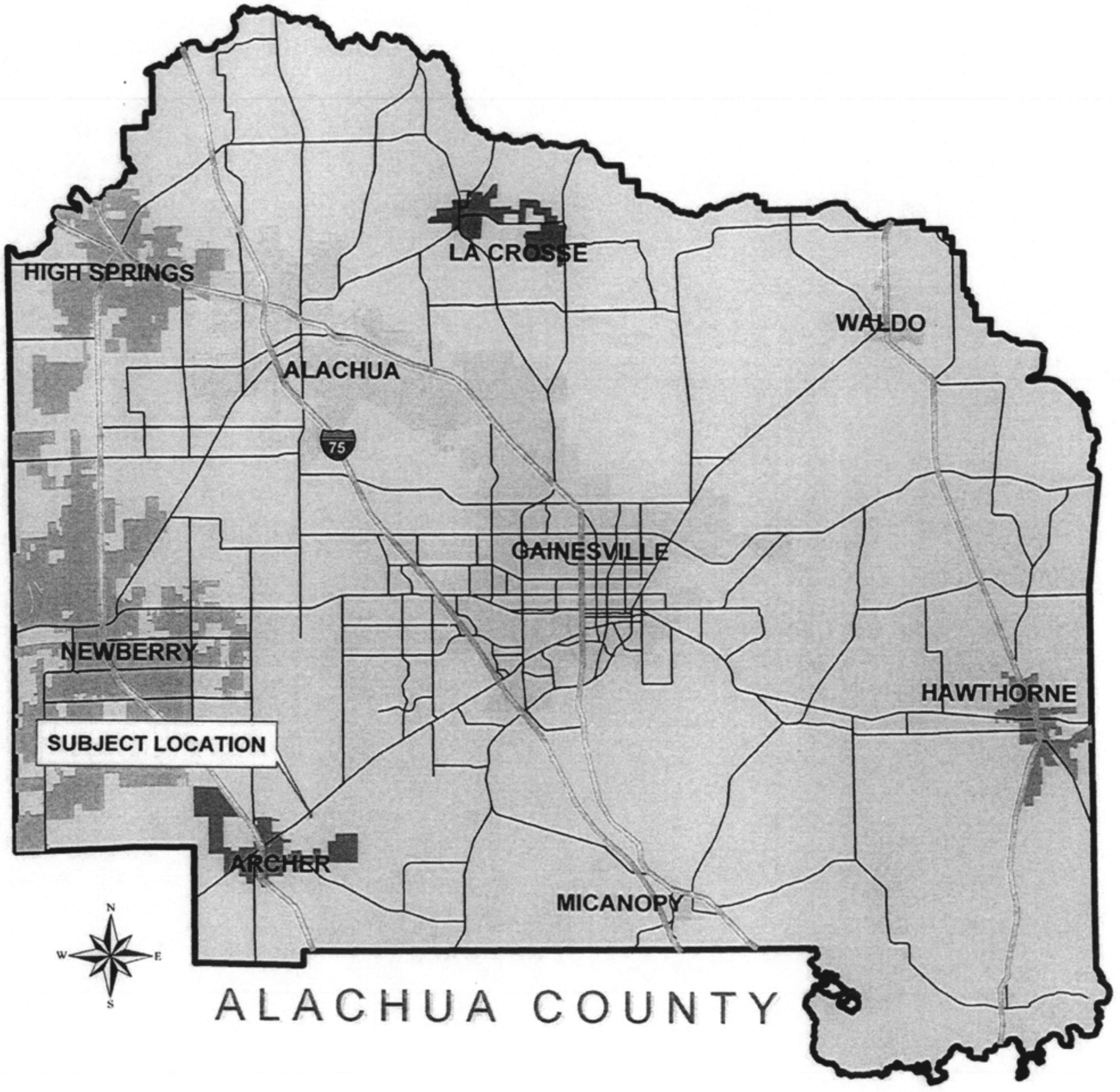


Recorded January 18th 1886
J. A. Carlisle
Clerk



14
15
16
4713-1
4713-2
4712-4-1
4712-4
300
265.09
165
182
889
19
18
4712-5
4712-5-1
4712-5-2
4712-5-3
SUBJECT AREA
497.44
732.31
418.53
480.94
381.12
287.69
287.68
793.22
85.1
30
31
4712
430.27
349.46
974.72
SW ARCHER ROAD
COUNTY ROAD SW 18-B
400
GRADED ROAD
881.55
4739
330
35
34
4712-3
33
848.15
1642.55
Legend
MARK PROPERY
PARCELS
historic line
1 inch = 300 feet


4630-3-1
4630-2
87
33
32
COUNTRY UNIT 2
J PG 42
89
4736-1
4736-2
SW ARCHER RD
ARCHER - GAINESVILLE TRACK
SW ARCHER LN
4713-1-1
3
4713-3
2
4712-2
1
4712-1
STATE ROAD 24
ABANDONED RAW
VACATED ORD 85-30
COUNTY ROAD SW 18-B
GOVT. LOT 7
GOVT. LOT 6
14
15
16
4712-4
4713-1
4713-2
4712-4-1
4738
SUBJECT AREA
19
18
4712-5
GOVT. LOT 10
30
4712
4712-5-1
4712-5-3
4712-5-2
31
4715-4-1
GRADED ROAD
4739
4739-2
GOVT. LOT 2
4715-2
4715-3
4715-1
5
4
3
2
1
35
34
4712-3
33
4713
4714-3
4714
4739-1
28
29
30
4715
GOVT. LOT 1
46
47
48
4714-4
REGIONAL UTILITIES R/W
4717-3
4716-3
4716-4
4716
4714-1
SHADY LANE
GOVT. LOT 5
51
50
49
Legend
MARK PROPERY
PARCELS
historic line
1 inch = 600 feet


HIGH SPRINGS
LA CROSSE
WALDO
ALACHUA
75
GAINESVILLE
NEWBERRY
HAWTHORNE
SUBJECT LOCATION
ARCHER
MICANOPY
N
W
E
S
ALACHUA COUNTY

October 25, 2011 Regular BoCC Meeting
Agenda Item #22

Title
Execute Option to purchase a Conservation Easement on the San Felasco Additions - Freeland Tract by Alachua County Forever. (Amended)

Amount
Acquisition $334,777. Annual stewardship $550

Description
Request for the Board of County Commissioners to Execute the Option Contract to purchase a Conservation Easement on the San Felasco Additions - Freeland Tract and direct staff to complete due diligence and return to the Board for a final decision.

Recommendation
The Board should execute the Option Contract to purchase a Conservation Easement on the San Felasco Additions - Freeland Tract and direct staff to complete due diligence and return to the Board for a final decision.

Alternative(s)
The Board should not execute the Option Contract.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection.

Attachment(s) Description
Exhibit 1: Option Contract to purchase a Conservation Easement on the San Felasco Additions - Freeland Tract. Exhibit 2: Site Evaluation. Exhibit 3: Project Assessment. Exhibit 4: Cost Estimates.

Documents Requiring Action
Option Contract to purchase a Conservation Easement on the San Felasco Additions - Freeland Tract. (Exhibit 1) 1 ORIGINAL, 2 COPIES.

Executive Summary
Staff requests that the Board of County Commissioners (BoCC) execute the Option Contract to purchase a Conservation Easement the San Felasco Additions - Freeland Tract (Exhibit 1). This tract is adjacent to the Rolling Meadows and Martin and White tracts already purchased and serves to expand the conservation area around San Felasco Hammock Preserve State Park. Upon execution of the Option Contract, staff will perform the necessary due diligence including Title, Survey and Environmental Assessments. Within 120 days, staff will return to the BoCC at a properly noticed public hearing for final action on this acquisition.

Background
The Land Conservation Board added the Freeland Tract (Exhibit 2) to the Priority Pool on October 22, 2009 and the BoCC added it to their acquisition list on December 8, 2009.The parent property is composed of one parcel totaling approximately 209 acres, of which this easement covers the western 127 acres. The Freeland parcel is adjacent to San Felasco Hammock Preserve State Park (SFH) on the northeast side and is within the SFH optimum boundary. The Freeland parcel connects the ACF Martin

and White parcel on the east to the ACF Rolling Meadows parcel to the west. All three are connected to SFH. Acquisition of a conservation easement of this property would strengthen the northern boundary of San Felasco while serving as a buffer between preservation land and adjacent urbanized area. The majority of the east side of the property consists of pine plantation (65 acres) and is excluded from the Easement at the request of the landowner. The 127-acre western portion of the property consists of diverse calcareous mesic hammock which includes Cellon Creek. From the Freeland property, Cellon Creek flows west into Rolling Meadows, and thence into the State Park. The creek ultimately drains into the Floridan aquifer at Lee Sink. Within the boundary of SFH, Cellon Creek is designated an Outstanding Florida Water, pursuant to 62-302.700, F.A.C. A remnant upland pine community exists along the eastern boundary shared with the Martin and White property. The Freeland tract was annexed by the City of Alachua. As the City has not yet assigned land use and zoning (based on a review of their on line future land use and zoning maps), Alachua County's future land use and zoning designations remain in effect. The County's designations are "Rural/Agriculture" land use and "Agricultural" zoning. Gross density is one development unit per five acres (1du/5 acres). Access is via an unpaved, private ingress/egress easement in favor of the County from US 441. The County is offering to purchase the 127-acre Easement for $300,101 (about $2,363 per acre). The remaining $34,676 acquisition costs are the estimated costs of due diligence. The Easement grantors will continue to manage the property and the County's stewardship role is limited to annual monitoring. These and other acquisition costs are estimated in Exhibit 4.

Issues
None apparent. If any defects or issues materialize during the due diligence, they will be addressed and disclosed to the BoCC at the hearing before the Option is Exercised. The Acqusition List Status Report is attached as Exhibit 5.

Fiscal Recommendation
Acquisition $334,777. Annual stewardship $550.

Fiscal Alternative(s)
No additional expenditures.

Funding Sources
Wild Spaces and Public Places Surtax proceeds (acquisition) General Fund (monitoring)

Account Code(s)
Funds 302-5580 and 001-5560

Attachment: Exhibit 2 Freeland evaluation.pdf
Attachment: Exhibit 3 Project Assessment.pdf
Attachment: Exhibit 5 ACQUISITION LIST STATUS REPORT.pdf
Attachment: Exhibit 1 San Felasco Freeland Conserv Easement Final.pdf
Attachment: Exhibit 4 Freeland Costs.pdf

Alachua County Forever
San Felasco Hammock – Freeland Conservation Easement
Tax Parcel 05944-000-000 (portion)

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 24th day of October, 2011, between by **John C. Freeland, Ann L. Freeland and Jewelle A. McLelland Freeland**, whose address is12528 NW U.S. Highway 441, Alachua, FL 32615, as "Seller" 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, as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Alachua County, Florida, described in Exhibit "A-1" ("Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties but exercise of the option is effective only if Purchaser gives written notice of exercise to Seller. The exercise of the option is subject to approval by the Alachua County Board of County Commissioners (the "Board") and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 (the "County").

2. OPTION TERMS. The option payment is Ten Dollars ($10.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 120 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3. PURCHASE PRICE. If the Option is exercised, the "Initial Purchase Price" for the Property shall be Three Hundred Thousand, One Hundred and One Dollars ($300,101.00), which, after credit for the amount of the Option Payment, will be paid by the Purchaser at closing, subject to adjustments, credits, and pro-rations as set forth herein. The Initial Purchase Price is based upon $2,363 per acre ("Acre Price") for an estimated 127 unsurveyed acres. For purposes of this Agreement, Acres shall mean those lands located within the boundary of the final County approved survey required by paragraph 5 hereof. The "Final Purchase Price" shall be obtained by multiplying the lower of the Acre Price or the final County approved maximum value per acre permitted to be paid under applicable Alachua County rules and regulations ("Final County Approved Acre Value"), by the surveyed acreage of the Property shown on the final County approved survey obtained in accordance with paragraph 5 below. The Acre Price as set forth above in this paragraph will not decrease unless the Acre Price is in excess of the Final County Approved Acre Value. If the Acre Price is in excess of the Final County Approved Acre Value, Seller may elect to terminate this Agreement within ten (10) days of receipt of written notice from the Purchaser of the Final Purchase Price and neither party shall have any further obligations under this Agreement. Should Seller elect not to terminate this Agreement, the Acre Price will be reduced to the Final County Approved Acre Price. Seller hereby authorizes Purchaser to issue a check for the Final Purchase Price directly to an escrow agent who is authorized

by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

4.B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 5% of the Final Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. If Purchaser obtains a survey, then a copy of the Survey shall be provided to Seller prior to closing.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring marketable title to the Property in the amount of the purchase price. Seller warrants that any billboards on Property shall be removed prior to closing. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the Purchaser is aware of -- or a title insurance commitment or Survey furnished pursuant to this Agreement discloses -- any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time,

Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 16 of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit "B", free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

8.1 SUBORDINATION. If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the easement described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit in the form attached hereto as Exhibit "C".

9.1. BASELINE DOCUMENTATION. Purchaser shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline documentation shall be borne by Seller. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefore absorbed in the same manner the cost of the baseline documentation is absorbed.

10. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8 of this Agreement and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Property.

11. TAXES AND ASSESSMENTS. If this option is exercised by the Board, all real estate taxes and assessments which are or which may become a lien against the Property shall be prorated between the parties to the date of closing. Notwithstanding any provision herein to the contrary, if this option is assigned to the Board, all real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. If this option is exercised by the

Board and the Board acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Board acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

12. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 15 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

13. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by Purchaser in writing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed $5,000.00 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

14. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

15. ACCESS. Seller warrants that as of the closing date defined in paragraph 12 above, there will be legal and practical ingress and egress for the Property over valid, recorded easements for the use and benefit of and as an appurtenance to the Property ("Ingress and Egress Easement") in substantially the form attached hereto as Exhibit A-2. Purchaser and Seller shall agree on the form and content of the Ingress and Egress Easement prior to the Option Expiration Date. Should the Ingress and Egress Easement be disallowed for any reason, Seller shall provide Purchaser alternate access not inferior to the one contemplated herein. Such alternate access shall be submitted to Purchaser for approval, which approval shall be subject to Purchaser's sole discretion. Should Seller be required to provide such alternate access and be unable to deliver access acceptable to Purchaser prior to the Option Expiration Date ("Access Defect"); Seller shall have an additional 120 days to cure the Access Defect. Notice of Seller's inability to satisfy the Access Defect shall be delivered to Purchaser no later than thirty (30) days prior to the Option Expiration Date. Upon final determination of the location of the Ingress and Egress Easement and prior to closing, Seller shall, at their sole cost and expense, provide a final legal description and sketch of the Ingress and Egress Easement to be attached to the final form of Easement.

16. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

17. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

18. RECORDING. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties.

19. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

20. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

21. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

22. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the descriptions contained in Exhibit "A" were prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

24. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

25. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

26. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

27. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

28. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8 of this Agreement and Purchaser's possession of the Property.

29. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE AUGUST, 31, 2010, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO EXTEND THIS OFFER.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE EXERCISE OF THIS OPTION IS SUBJECT TO THE PURCHASER'S APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

SELLER:

Witness as to Seller

Witness as to Seller

Print Name: John C. Freeland

10/4/2011
Date signed by Seller

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 4th day of October, 2011, by John C. Freeland. Such person(s) (Notary Public must check applicable box):

[✓] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Natasha L. Washington
Notary Public

NATHASHA L. WASHINGTON
Commission # DD 932814
Expires September 28, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

_____
(Printed, Typed or Stamped Name of Notary Public)

Commission No.:_____

My Commission Expires:_____

Witness as to Seller

Witness as to Seller

Anne L. Freeland

Print Name: Anne L. Freeland

September 30, 2011
Date signed by Seller

STATE OF Georgia)
)
COUNTY OF Screven)

SWORN TO and subscribed before me this 30th day of September, 2011, by Anne L. Freeland. Such person(s) (Notary Public must check applicable box):

[✓] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Peggy C. Sowell
Notary Public

Peggy C. Sowell
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: 10/25/2014

PEGGY C. SOWELL NOTARY PUBLIC SCREVEN COUNTY, GA. My Comm. Exp. OCT 25, 2014

Jewelle M. Freeland A.J.
Print Name: Jewelle K. McLelland Freeland A.J.

Witness as to Seller

Witness as to Seller

September 30, 2011
Date signed by Seller

STATE OF Georgia)
)
COUNTY OF Screven)

SWORN TO and subscribed before me this 30th day of September, 2011, by Jewelle K. McLelland Freeland A.J. Such person(s) (Notary Public must check applicable box):

[✓] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)
Peggy C. Sowell
Notary Public
Peggy C. Sowell
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____

My Commission Expires: 10/25/14

PEGGY C. SOWELL NOTARY PUBLIC SCREVEN COUNTY GA. My Comm. Exp. October 25, 2014

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

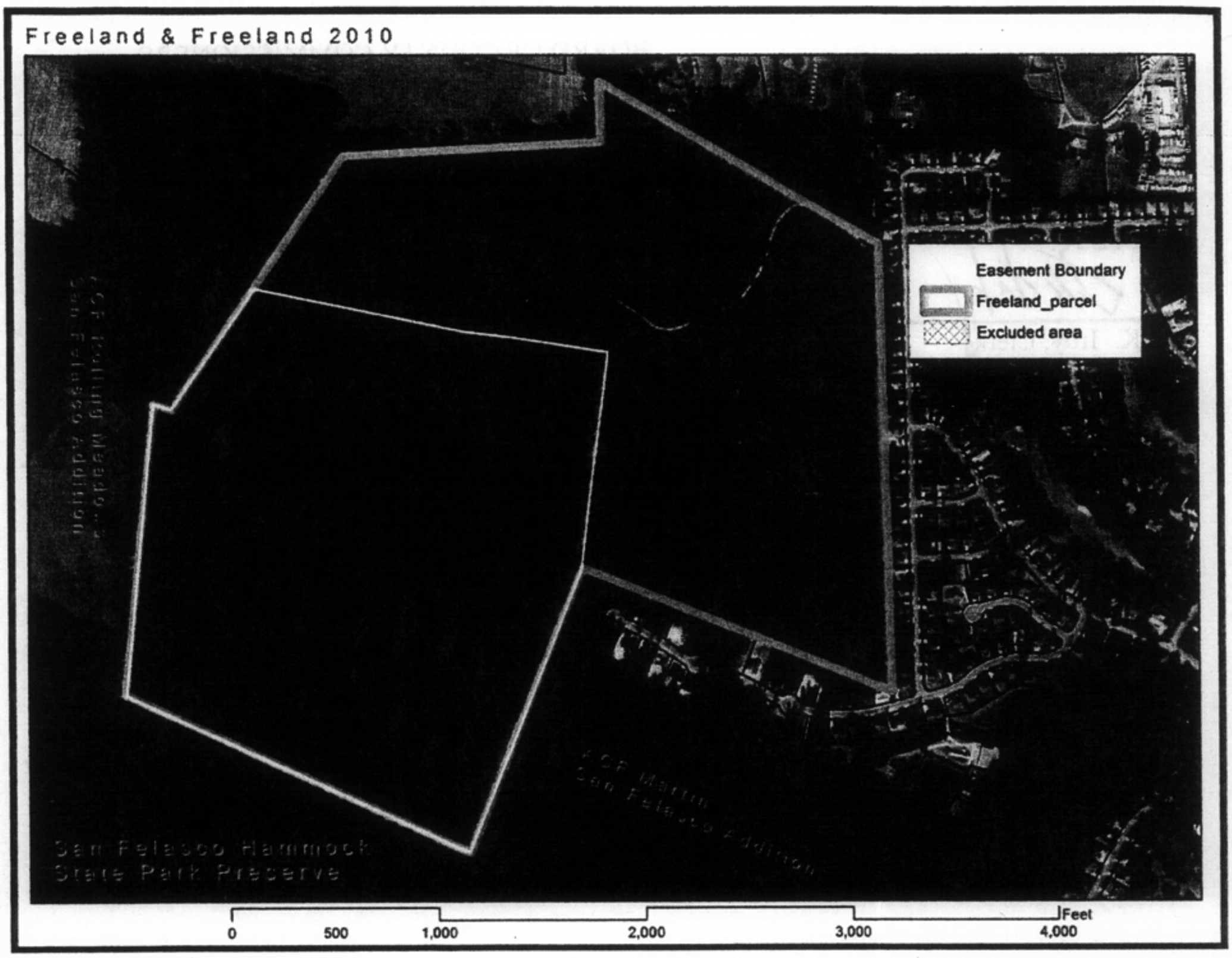
(SEAL)

Approved as to form:

_____
County Attorney

Alachua County Forever
San Felasco Hammock – Freeland Conservation Easement
Tax Parcel 05944-000-000 (portion)

EXHIBIT "A-1" TO THE OPTION
Map of the "Property"



Legal Description of Parent Parcel:

Parcel 1 of the lands described in 0. R. Book 1914, page 1447; together with the access easement recorded in 0. R. Book 1031, page 745 the Public Records of Alachua County, Florida.

Alachua County Forever
San Felasco Hammock – Freeland Conservation Easement
Tax Parcel 05944-000-000 (portion)

EXHIBIT "A-2" TO THE OPTION continued
Ingress and Egress Easement

This instrument prepared by:

David Wagner, County Attorney

Alachua County

P.O. Box 2877

Gainesville, Florida 32602-2877

Portion of Tax Parcel No.: 05944-000-000

US Highway: 441

ALACHUA COUNTY, FLORIDA

INGRESS AND EGRESS EASEMENT

THIS EASEMENT ("Easement"), made this _____ day of _____, A.D. 2011 by **John C. Freeland, Anne L. Freeland and Jewelle A. McLelland Freeland, whose address is12528 NW U.S. Highway 441, Alachua, FL 32615,** as party of the first part (Grantor), and **ALACHUA COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1188, Gainesville, Florida 32602-1188, as party of the second part (Grantee).

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of ONE DOLLAR, receipt of which is hereby acknowledged, does hereby give, grant, bargain and convey unto the Grantee, its successors and assigns, a non-exclusive easement for ingress and egress, fifty-nine and 8/10 (59.8) feet in width over and across the following described property in Alachua County, Florida, to-wit:

A parcel of land being more particularly described and depicted in Exhibit A to that certain Reciprocal Driveway Easement as recorded in OR Book ____, at Page

_____, of the Public Records of Alachua County, Florida, as attached hereto in **Exhibit "A,"** and by reference made a part herein, hereinafter referred to as the "Easement."

SUBJECT TO all of the terms and conditions of the said Reciprocal Driveway Easement.

This easement is granted for the purpose of obtaining access to a conservation easement encumbering that portion of the property conveyed by Grantor to Grantee that lies within fractional Section 29, The John Sanchez Grant, The J.S. Sanchez Grant, and the Fernandez Grant, in Township 8 South, Range 19 East, Alachua County, Florida, and as described in **Exhibit "B**, hereinafter referred to as the Grantee Parcel."

PUBLIC USE OF EASEMENT

The parties agree it is their intent that the general public shall not have use of the Easement for the purpose of ingress and egress to the Grantee parcel.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and year first above-written.

GRANTOR:

_____
Witness as to Seller

_____
Witness as to Seller

_____
Print Name: John C. Freeland

_____
Date signed by Seller

STATE OF _____)
)
COUNTY OF_____)

SWORN TO and subscribed before me this_____ day of _____, 20__, by John C. Freeland. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____

My Commission Expires:_____

_____
Print Name: Anne L. Freeland

_____
Witness as to Seller

_____
Witness as to Seller

_____
Date signed by Seller

STATE OF _____)
)
COUNTY OF_____)

SWORN TO and subscribed before me this_____ day of _____, 20__, by Anne L. Freeland. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Printed, Typed or Stamped Name of Notary Public)

Commission No.:_____

My Commission Expires:_____

_____
Print Name: Jewelle L. McLelland Freeland

_____
Witness as to Seller

_____
Witness as to Seller

_____
Date signed by Seller

STATE OF _____)
)
COUNTY OF_____)

SWORN TO and subscribed before me this_____ day of _____, 20__, by Jewelle L. McLelland Freeland. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____

My Commission Expires:_____

GRANTEE:

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

Approved as to form:

_____
County Attorney

Alachua County Forever
San Felasco Hammock – Freeland Conservation Easement
Tax Parcel 05944-000-000 (portion)

Exhibit A of Access Easement

RECIPROCAL DRIVEWAY EASEMENT

Prepared By & Return To:
Philip A. DeLaney,
Scruggs & Carmichael, P.A.
Post Office Box 23109
Gainesville, Florida 32602
PAD 10-2006

RECIPROCAL DRIVEWAY EASEMENT

COMES NOW, Ames/Detrick Truck Company, a Florida corporation, the owner of Tax Parcel #05920-001-002, Hammock Group Venture, LLC, a Florida limited liability company, Document Number L05000123543, the owner of Tax Parcel #05920-001-006, John A. Davis, the owner of Tax Parcel #05920-001-003, and John A. Davis and Linda Hayes Davis, husband and wife, the owners of Tax Parcel #05920-001-007, hereinafter referred to as "First Party" who are, collectively, the fee simple title holders of the easement property described in Exhibit "A" attached hereto, and John Christian Freeland and Ann Lynn Freeland, hereinafter jointly referred to as "Second Party". First Part is all of the fee simple title holders of the property that will be the servient tenement of the Reciprocal Easement herein being granted and conveyed as described in Exhibit "A" attached hereto. The said First Party as the owners of the above parcels do hereby give and grant a perpetual non-exclusive reciprocal easement for purposes of ingress and egress, said public utilities over and across a certain easement right-of-way lying within the perimeters of the property described in Exhibit "A" attached hereto to both themselves and to the Second Party. By their execution hereof, the parties to this Reciprocal Easement, for themselves, and for their respective heirs, successors and assigns, acknowledge that each is obligated to share equally in the maintenance cost of said Easement with costs of maintenance and repair to be undertaken only on an as needed basis. Alachua County or any other political subdivision or a governmental entity shall not share in maintenance or further improvements costs if this Easement is cross granted to Alachua County or other political subdivision or governmental entity who then puts the Easement into use for passage by Alachua County or other political subdivision or governmental entity or those authorized by same to conduct scientific study, arranges for fire suppression and other emergency access, and otherwise to conduct activities authorized in that Deed of Conservation

Easement between Alachua County and Freeland, Freeland and Freeland, and does not invite the public to use this Easement. The Second Party shall pay all costs of further improving this Easement if further improvements are required by the Second Party or the dominant tenement of an easement crossgranted by the Second Party or their respective successors, heirs or assigns. Any party that increases the said character or intensity of the use of this Easement beyond that which this Easement is currently used shall pay all costs of such increased use. Each party further acknowledges that they may not utilize this Reciprocal Easement in a way which unreasonably hinders or obstructs the use of this Easement by the joint owners thereof. No increase of the kind or character or intensity of the use of the Easement shall occur unless the Party desiring the increase shall pay all costs of any further improvement required to make the easement improvements appropriate for such increased use. This perpetual Easement may not be modified, amended or terminated without the joinder and consent of all parties hereto, or their respective heirs, successors or assigns. The Easement created by this document is intended to be for the benefit of all of the above described parcels and each of said parcels owned by the First Party is both a dominant and servient parcel with regard to said Easement. The rights herein shall run with and be binding upon the title of all of said parcels and shall be appurtenant thereto.

This Easement is being executed then placed in escrow with Scruggs & Carmichael, P.A., to be delivered by the escrow agent and recorded when the agreed purchase price is paid by Second Party to First Party and the deed promised by Second Party to Ames/Detrick Truck Company is executed and delivered within one year after the date of full execution. This Easement shall be null and void in the event that the aforesaid consideration is not paid and delivered and this Easement is not recorded within one year after full execution.

EXHIBIT "A"

LEGAL DESCRIPTION

A Non-exclusive Cross Grant Easement for ingress and egress described as follows:

Commence at the Northeast corner of said Fractional Section 29, Township 8 South, Range 19 East, Alachua County, Florida for a point of reference; thence run South 00 deg.41'11" East along the East line of said Fractional 29, a distance of 393.37 feet to an intersection with the Southerly right of way line of U.S. Highway No. 441 (State Road No. 25); thence run North 73 deg.27'29" West along Southerly right of way line, a distance of 714.64 feet to the Point of Beginning; thence run South 16 deg.42'38" East, a distance of 321.14 feet; thence run South 10 deg.19'10" East, a distance of 1077.47 feet to an intersection with the North line of the Fernandez Grant; thence run North 58 deg.30'37" West, along said North line of the Fernandez Grant, a distance of 67.08 feet; thence run North 10 deg.19'10" West, a distance of 1029.95 feet; thence run North 16 deg.42'38" West, a distance of 351.14 feet to the said Southerly right of way line of U.S. Highway 441; thence run South 73 deg.27'29" East, along said right of way line, a distance of 59.80 feet to the said Point of Beginning.

In Witness Whereof, the undersigned has affixed its hand and seal on this 25 day of April, 2011.

Signed, sealed and delivered
in our presence as witnesses:

Judith A. Brown
Judith A. Brown
Printed Name of Witness

Tricia Peddicord
Printed Name of Witness

Hammock Group Venture, LLC,
a Florida limited liability company,
Document Number L05000123543

By: _____
Riley M. Blitch, Managing Member

By: _____
Riley M. Blitch, Jr., Managing Member

By: _____
E.J. Bolduc, III, Managing Member

By: _____
Bryce A. Burger, Managing Member

By: _____
Buford O. Davis, Managing Member

By: Henry Williams
Henry Williams, Managing Member

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 25 day of April, 2011, by **Riley M. Blitch, Riley M. Blitch, Jr.**, and, **E.J. Bolduc, III**, and, **Bryce A. Burger**, and, **Buford O. Davis**, and, **Henry Williams, all Managing Members Hammock Group Venture, LLC, a Florida limited liability company, Document Number L05000123543**, who (✓) are personally known to me or who ( ) have produced _____ as identification and who executed the above instrument on behalf of the LLC.

Kimberly A. Higgins
Notary Public
Kimberly A. Higgins
Printed Name of Notary Public

Notary Public State of Florida
Kimberly A Higgins
My Commission EE035272
Expires 12/26/2014

In Witness Whereof, the undersigned has affixed its hand and seal on this 9 day of MAY, 2011.

Signed, sealed and delivered
in our presence as witnesses:

JEFFREY K JAMES
Printed Name of Witness

John Christian Freeland

Lynn Hall
Lynn Hall
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9 day of May, 2011, by **John Christian Freeland**, who is (✓) personally known to me or who ( ) has provided _____ _____ as identification.

Nathasha L. Washington
Notary Public

NATHASHA L. WASHINGTON
Commission # DD 922814
Expires September 28, 2013
Bonded Thru Troy Fain-Insurance 800-385-7019

Printed Name of Notary Public

In Witness Whereof, the undersigned has affixed its hand and seal on this 11th day of _____, 2011.

Signed, sealed and delivered
in our presence as witnesses:

PHILIP A. DELANEY

Printed Name of Witness

ROBBIN H. KARR

Printed Name of Witness

John A. Davis

Linda Hayes Davis

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 11th day of _____, 2011, by **John A. Davis and Linda Hayes Davis**, who are ( ) personally known to me or who ( ) have provided _____ as identification.

Notary Public

Printed Name of Notary Public

PHILIP A. DELANEY
Commission # DD 954759
Expires April 18, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

In Witness Whereof, the undersigned has affixed its hand and seal on this 10th day of May, 2011.

Signed, sealed and delivered
in our presence as witnesses:

David Rountree
Printed Name of Witness

Grady K. Reddick
Printed Name of Witness

Ann Lynn Freeland
Ann Lynn Freeland

STATE OF GEORGIA
COUNTY OF Screven

The foregoing instrument was acknowledged before me this 10th day of May, 2011, by **Ann Lynn Freeland**, who is (X) personally known to me or who ( ) has provided _____ as identification.

MANDY B. HOWARD NOTARY PUBLIC Comm. Exp. 3/05/12 SCREVEN COUNTY, GA.

Mandy B. Howard
Notary Public

MANDY B. HOWARD
Printed Name of Notary Public

In Witness Whereof, the undersigned has affixed its hand and seal on this 12th day of May, 2011.

Signed, sealed and delivered
in our presence as witnesses:

Tamera E Fagan
Tamera E Fagan
Printed Name of Witness

Shelly Ralyea
Shelly Ralyea
Printed Name of Witness

Ames/Detrick Truck Company, a Florida corporation

By: _____
Michael Detrick, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 12th day of May, 2011, **Michael Detrick, the President of Ames/Detrick Truck Company, a Florida corporation,** who (✓) is personally known to me or who ( ) produced _____ as identification and who executed the above instrument on behalf of the Corporation.

Margaret LaCroix
Notary Public

MARGARET LACROIX
Printed Name of Notary Public

MARGARET LACROIX
MY COMMISSION # EE 008210
EXPIRES: August 4, 2014
Bonded Thru Notary Public Underwriters

This instrument prepared by:
Philip A. DeLaney
Scruggs & Carmichael, P.A.
Post Office Box 23109
Gainesville, Florida 32602
PAD 10-2006

JOINDER AND CONSENT AND SUBORDINATION OF MORTGAGE

THE UNDERSIGNED, **Florida Citizens Bank, the Owner and Holder of the Mortgages recorded in O.R. Book 3851, Page 2250, and O.R. Book 3946, Page 606 of the Public Records of Alachua County, Florida** does hereby join in with and consent to and subordinates its lien to the foregoing non-exclusive easement.

WITNESS its hand and seal on the date and at the place set forth in the Notary acknowledgment below.

Witnessed:

Lorie Stephenson
Witness Signature LORIE STEPHENSON

Printed Name of Witness Chris Logan

Witness Signature

Printed Name of Witness

BY: Mark Wellner
Florida Citizens Bank, Mortgagee
Printed Name: MARK WELLNER
As Its: VICE PRESIDENT
(SEAL)

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 9th day of May, 2011, by MARK Wellner, the VICE president of Florida Citizens Bank, a person well known to me who executed the above instrument on behalf of the Mortgagee.

Lorie Stephenson
Notary Public Signature
My Commission Expires:

(NOTARY SEAL)

LORIE STEPHENSON
MY COMMISSION # DD923005
EXPIRES October 03, 2013
(407) 398-0153 FloridaNotaryService.com

This instrument prepared by:
Philip A. DeLaney
Scruggs & Carmichael, P.A.
Post Office Box 23109
Gainesville, Florida 32602
PAD 10-2006

JOINDER AND CONSENT AND SUBORDINATION OF MORTGAGE

THE UNDERSIGNED, **John A. Davis and Linda Hayes Davis, husband and wife, the Owners and Holders of the Mortgage recorded in O.R. Book 3320, Page 1036 of the Public Records of Alachua County, Florida** does hereby join in with and consent to and subordinates its lien to the foregoing non-exclusive easement.

WITNESS its hand and seal on the date and at the place set forth in the Notary acknowledgment below.

Witnessed:

Witness Signature

PHILIP A. DELANEY
Printed Name of Witness

Witness Signature

Pamela K. O'Steen
Printed Name of Witness

John A. Davis and Linda Hayes Davis, Mortgagee

John A. Davis

Linda Hayes Davis

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 7th day of June, 2011, by John A. Davis and Linda Hayes Davis, who are ( ) personally known to me or who (✓) have provided _____ as identification who executed the above instrument on behalf of the Mortgagee.

Notary Public Signature
My Commission Expires:

(NOTARY SEAL)

PAMELA KAY O'STEEN
Commission # DD 968874
Expires May 5, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit B of Access Easement

GRANTEE PARCEL LEGAL DESCRIPTION

Parcel 1 of the lands described in 0. R. Book 1914, page 1447; together with the access easement recorded in 0. R. Book 1031, page 745 the Public Records of Alachua County, Florida.

Alachua County Forever
San Felasco Hammock – Freeland Conservation Easement
Tax Parcel 05944-000-000 (portion)

EXHIBIT "B" TO THE OPTION
CONSERVATION EASEMENT

This instrument prepared by and return to:
David Wagner, County Attorney
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877

Project Name: Freeland

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of _____, 2011, by **John C. Freeland, Anne L. Freeland and Jewelle A. McLelland Freeland**, whose address is12528 NW U.S. Highway 441, Alachua, FL 32615 ("Grantor"), in favor of **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, ("Grantee").

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the successors and assigns of Grantor and Grantee, and the provisions of this Conservation Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their successors and assigns.

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the "Property"); and,

WHEREAS, the Property qualifies as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems," as that phrase is used in Section 170(h)(4)(a)(ii) of the Internal Revenue Code; and

WHEREAS, Grantor and Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to Grantee of a perpetual Conservation Easement on, under, over, and across the Property, to conserve the Property's character, ecological integrity, hydrologic integrity, and geologic features and to protect the animal and plant populations on the Property; altogether known as the "Conservation Values" of the Property and further described below that make the Property unique and important to protect; and

WHEREAS, the Property is a mosaic of natural communities including calcareous mesic hammock, upland mixed forest, upland pine forest, sinkhole pond, and seepage stream, portions of which provide habitat for many species of wildlife including white-tailed deer, gray fox, bobcat, wild turkey, numerous migratory song birds and the state listed gopher tortoise; and

WHEREAS, the Property contains a portion of Cellon Creek, a naturally-occurring seepage stream which flows into San Felasco Hammock Preserve State Park (SFHPSP) where it discharges into the Floridan aquifer at Lee Sink, and within SFHPSP Cellon Creek is designated an Outstanding Florida Water pursuant to 62-302.700, F.A.C.

WHEREAS, the specific Conservation Values of the Property are documented in the "Baseline Documentation Report for the Freeland Conservation Easement Tract in Alachua County, Florida", ("Baseline Documentation"), dated _____ which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant and which Baseline Documentation establishes the condition of the Property at the time of the this grant. The Baseline Documentation shall be signed by Grantor and Grantee and shall be maintained on file with Grantor and also in the offices of the Alachua County Environmental Protection Department and is incorporated by this reference. A copy of the Baseline Documentation is available from the County department on request. Exhibit "B" contains a copy of a map of the Property as contained within the Baseline Documentation; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of those existing land use patterns that do not impair or interfere with those values; and

WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, and Section 170(h) of the Internal Revenue Code, to hold Conservation Easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses allowed by the terms of this Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Conservation Easement has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity as defined herein; and

THEREFORE, to achieve these purposes, and in consideration of the sum of one hundred dollars ($100.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Conservation

Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement").

ARTICLE I. DURATION OF CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is a Conservation Easement, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF CONSERVATION EASEMENT

The purpose of this Conservation Easement ("Purpose") is to retain and maintain the wildlife, plants and natural communities of the Property in their natural, scenic, wooded condition and provide a buffer to the adjacent San Felasco Hammock Preserve State Park by preserving in perpetuity the Conservation Values of the Property, as described above and as depicted in the Baseline Documentation, through land stewardship practices guided by the following principles

- Protection of wildlife habitat;
- Protection of native plants, animals and plant and animal communities;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of open space and the scenic and other distinctive natural characteristics of the landscape;
- Maintenance of soil productivity and control of soil erosion; and
- Protection of surface water quality and recharge to the Floridan Aquifer, wetlands, and riparian areas.

Grantor intends that this Conservation Easement will confine the use of the Property to such existing uses and to such future activities, as are consistent with the Purpose of this Conservation Easement.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the Purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

A. PROTECTION OF CONSERVATION VALUES
The right to enforce protection of the Conservation Values of the Property.

B. TRANSFER AND ASSIGNMENT
The right of Grantee to assign its rights and obligations under this Conservation Easement, but only to an organization that is, at the time of the assignment, both (i) a "qualified organization" as that term is defined in Section 170(h) of the Internal Revenue Code, and (ii) authorized to acquire and hold conservation easements under Section 704.06 of the Florida Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that

any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property so that the Purposes of this grant may continue to be carried out.

C. GRANTEE'S ACCESS AND MONITORING

The right of ingress and egress to the Property via a public road or a private recorded easement to a public roadway and the right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. PROTECTION OF GRANTEE'S INTEREST

The right to prevent any activity on or use of the Property that is inconsistent with the Purpose or provisions of this Conservation Easement or the Conservation Easement Stewardship Plan, and to require Grantor's restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, at Grantor's cost.

E. PROTECTION OF NATURAL RESOURCES

The right to have the Property maintained as reflected in the Baseline Documentation, as the Property may develop through the forces of nature hereafter and subject only to the exercise of Grantor's reserved rights and the Rights Granted to the Grantee, as described in this Conservation Easement.

F. RIGHT OF FIRST REFUSAL.

Grantor hereby grants to Grantee a "Right of First Refusal" to purchase the Property, or any interest in the Property, which Grantor hereafter wishes to sell. Grantor shall notify Grantee in writing of Grantor's intent to accept an offer to sell the Property, or any interest in it, to a third party purchaser whose name and address shall be included in the notice. Grantee shall have one-hundred twenty (120) days from receipt of such notification within which to provide Grantee's written notice to Grantor of Grantee's intention to purchase the Property upon the same terms and conditions as said offer. If Grantee notifies the Grantor that Grantee has decided not to purchase the Property, or, in the event Grantee fails to notify Grantor, within one-hundred twenty (120) days, of its intent to purchase the Property, then Grantor may sell the Property to the person named in Grantor's notice. If Grantor does not sell the Property to said named person under the terms and conditions represented to Grantee, then Grantee shall have the same right of first refusal before Grantor may accept an offer from another purchaser. This right of first refusal shall apply to any voluntary or involuntary transfer of the Property to any other entity, including a devise by will or intestacy; however, this right of first refusal is not applicable to a transfer of Grantor's property by Grantor to Grantor's spouse, children, or grandchildren. The parties specifically intend that this right of first refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors.

G.. INDEMNIFICATION

The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or

activity resulting from Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property or arising out of any condition of the Property known to Grantor to the best of Grantor's knowledge.

ARTICLE IV. PROHIBITED, RESTRICTED AND PERMITTED USES

Grantor reserves to Grantor and to Grantor's personal representatives, successors, heirs and assigns, the right to engage in the following specific permitted uses of the Property, subject to the prohibitions and restrictions contained herein. Notwithstanding anything contained herein to the contrary, any activity on or use of the Property inconsistent with the Purpose is prohibited.

A. DEVELOPMENT RIGHTS AND SUBDIVISION

There shall be no division, partitioning, or subdivision in any manner of the Property. A boundary line adjustment shall not be considered a division provided either: (i) each parcel affected by the boundary line adjustment is subject to a conservation easement granted to Grantee, which conservation easement contains terms and conditions at least as protective of the Conservation Values as the terms and conditions of this Conservation Easement, or (ii) advance written approval of the boundary line adjustment is obtained from Grantee.

All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as specifically reserved to Grantor in this Article are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

B. IMPROVEMENTS AND NEW CONSTRUCTION

i) Roads, Trails and Motorized Vehicles.

The existing roads and trails within the Property identified in the Baseline Documentation may be maintained as necessary to provide continued access for the uses of the Property allowed in this Conservation Easement, provided that: (a) it be done in strict conformity with all applicable laws and requirements, (b) they be maintained at Grantor's sole expense, (c) they be maintained so as to minimize the impact on the Conservation Values of the Property, (d) materials utilized in the maintenance of the road shall not include concrete or asphalt and must be permeable to allow adequate water/run-off percolation into the ground, and (e) maintenance of the roads and trails shall be accomplished with minimal removal of existing trees and canopy cover.

No new roads or trails may be constructed or created on the Property. There shall be no operation of motorized vehicles except on established roads and trails unless necessary: (a) to protect the Conservation Values, or (b) for emergency purposes.

ii) Signs.
Grantor or Grantee may erect and maintain reasonable non-commercial signs indicating the owner of the Property, the name of the Property, boundary markers, directional signs, regulatory signs, interpretative signs, and signs designating the Property as land under the protection of Grantee. Any signs erected pursuant to this provision shall conform to the nature and character of the Property.

C. WATER RESOURCES
There shall be no activities conducted on the Property that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. There shall be no water wells, dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property.

D. COMMERCIAL ACTIVITY
Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity on the Property is prohibited. The parties agree that this paragraph shall prohibit the use of the Property for commercial recreational activities within the meaning of Section 2031(c)(8)(B) of the Internal Revenue Code.

E. AGRICULTURAL ACTIVITY
There shall be no agricultural use of the Property. This provision shall be broadly interpreted and shall prohibit the grazing or housing of livestock – including horses, growing and harvesting crops, harvesting trees (except as provided in Article IV H below), maintaining groves, or conducting any other agricultural activities except for the limited harvesting specifically permitted under Article IV H and the limited foodplots permitted under Article IV I.

F. BIOCIDES AND FERTILIZER
There shall be no application of fertilizers and biocides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides) on the Property, except for the areas within the two food plots described in Article IV, Section I. Herbicides may be used in limited quantities in strict conformance with the product label for conservation purposes with in accordance with the provisions of the Conservation Easement Stewardship Plan as defined in Article VII.

G. HABITAT RESTORATION
The Grantor shall retain and have the right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Conservation Easement Stewardship Plan approved by Grantee.

H. REMOVAL OF VEGETATION AND INTRODUCTION OF EXOTIC PLANTS AND

ANIMALS

There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or timber except as follows: (a) to carry out the rights reserved in Article IV, paragraphs B, G and I, (b) with respect to trees or vegetation that are diseased, rotten, damaged, or fallen, and that are a safety or health hazard, (c) as is necessary to maintain existing roads and trails depicted in the Baseline Documentation, and (d) to control and/or eradicate all Nuisance Exotic Plant Species as described below.

Grantor shall not introduce or allow the intentional introduction or propagation of non-native plant or animal species that, in the sole discretion of Grantee may have an adverse impact on the Conservation Values of the Property.

Grantor shall to the degree practical, as set forth in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Animal Species.

Grantor shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Weed List (62C-52, F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.), 5) listed in an amended or successor list to any of the above lists, and 6) listed in a similar list contained in the Conservation Easement Stewardship Plan. The lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species." Grantor shall to the degree practical, as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Property, together with the right of ingress and egress to the Property for the purpose of exercising such right. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

I. RECREATIONAL USE OF PROPERTY

The right to observe, maintain and photograph the Property and use of the Property for non-commercial hiking, bicycle riding, horseback riding, hunting and fishing is expressly reserved, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated in this Conservation Easement and are not inconsistent with the Purpose of this Conservation Easement.

Additionally, Grantor may establish and maintain two (2) food plots in the Property provided that: a) they are not located within 150 feet of any wetlands, b) they do not exceed a cumulative total of two (2) acres in size, and c) once established, these food plots may be maintained, but not relocated without the prior consent of the Grantee.

J. MORTGAGE

The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Conservation Easement. In the event that Grantor should seek to place a mortgage on the Property, Grantor shall notify Grantee in writing 30 days prior to the delivery and recording of a mortgage encumbering the Property.

K. EXCLUSIVE USE
The right to exclusive use of the Property subject to the rights granted to Grantee in this Conservation Easement.

L. DUMPING
No soil, trash, liquid or solid waste or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

M. MINING
There shall be no exploration for or extraction of oil, gas, minerals, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances.

N. ENDANGERED SPECIES
Actions or activities that may reasonably be expected to adversely affect threatened or endangered species are prohibited.

ARTICLE V. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose.

ARTICLE VI. GRANTEE'S REMEDIES

A. REMEDIES
If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages

to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. NO WAIVER

Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. WAIVER OF CERTAIN DEFENSES

Grantor hereby waives any defense of laches, estoppel, adverse possession or prescription.

D. ACTS BEYOND GRANTOR'S CONTROL

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. HOLD HARMLESS

Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the

obligations specified in Article VIII, paragraphs B and C; and (3) the existence or administration of this Easement.

ARTICLE VII. CONSERVATION EASEMENT STEWARDSHIP PLAN

A Conservation Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies and management responsibilities, shall be developed and mutually agreed upon by the parties prior to execution and delivery of this Conservation Easement. The Conservation Easement Stewardship Plan shall reflect the Purpose and covenants of this Conservation Easement and nothing in the Conservation Easement Stewardship Plan shall conflict with the Purpose or any covenant of this Conservation Easement. The initial Conservation Easement Stewardship Plan shall be prepared by Grantor and approved in writing by Grantee prior to delivery and acceptance of this Conservation Easement. Grantor and Grantee shall meet on or before the anniversary of the date of the execution of this Conservation Easement each year to review the previous twelve (12) months of activity covered in the Conservation Easement Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. The Conservation Easement Stewardship Plan and future revisions thereto shall describe the desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

The Conservation Easement Stewardship Plan shall be updated and amended, if necessary, by Grantor, every ten years, provided however, all updates and amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed update and/or amendment to the Conservation Easement Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Conservation Easement Stewardship Plan to the extent necessary to insure that it fully and accurately reflects the provisions of this Conservation Easement. Should Grantee not respond to the submitted Conservation Easement Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties fail to agree on a revised Conservation Easement Stewardship Plan, the then existing plan shall continue in effect.

ARTICLE VIII. MISCELLANEOUS

A. EMERGENCIES

The term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Purpose of this Conservation Easement or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

B. COSTS AND LIABILITIES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

C. TAXES

Grantor shall pay before delinquency all ad valorem or other taxes, fees, charges or assessments which may now or hereinafter be assessed or charged against the Property and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor reserves the right to contest taxes and assessments. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

D. GRANTOR'S GENERAL WARRANTY OF TITLE

Grantor hereby warrants that the Property is free from all encumbrances created by Grantor and agrees to defend Grantee's interest in the Property created by this Conservation Easement against the lawful claims of all persons whatsoever.

E. EXTINGUISHMENT

If circumstances arise in the future such as render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, in accordance with Article VIII, paragraph F. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

F. PROCEEDS

This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article VIII, paragraph E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement by ____ which is the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

G. CONDEMNATION

If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent

domain, Grantee's share of condemnation proceeds recovered shall be determined by multiplying that amount received by the ratio set forth in Article VIII, paragraph F. Grantee shall use any proceeds received under the circumstances described in this paragraph G in a manner consistent with the conservation purposes exemplified by this grant.

H. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. All subsequent Grantors shall contact Grantee within twenty (20) days following transfer of fee title to the Property to schedule a meeting for the purposes of coordination and planning. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Conservation Easement or limit its enforceability in any way.

I. SUCCESSORS

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

J. NON-MERGER

Grantor and Grantee agree that terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interest in the Property.

K. NOTICES

The Grantor shall notify the Grantee before undertaking any activity that may reasonably be expected to have an adverse impact on the Conservation Values. Such notice shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purpose of this Conservation Easement. The Grantee may permit the proposed activity only if the Grantee determines that such activity (i) does not violate the Purpose of this Conservation Easement and (ii) either enhances or does not impair the Conservation Values. Notwithstanding the foregoing, the Grantee and the Grantor have no right or power to agree to any activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either sent by certified mail return receipt requested or sent by overnight courier to the parties as set forth herein, or to such other addresses such party may establish in writing to the other.

Notice to Grantor shall be sent to:
John C. Freeland, Anne L. Freeland and Jewelle A. McLelland Freeland
12528 NW U.S. Highway 441
Alachua, FL 32615

Notice to Grantee shall be sent to:
Alachua County Board of County Commissioners
Attn: Environmental Protection Department, Land Conservation Division
P.O. Box 2877
Gainesville, FL 32602-2877

Except as otherwise specifically provided herein, whenever a consent or approval is required from either Grantor or Grantee, the party seeking the consent or approval shall send a written request for such consent or approval to the other party as specified above and such other party shall respond to the request within sixty (60) business days of its receipt. However, if consent or approval is required from the Alachua County Board of County Commissioners or another Grantee government entity, Grantee shall have sixty (60) days following Grantee's duly noticed board meeting at which the item was duly noticed and acted upon to respond. In the event that the consenting or approving party fails to respond within the response period required herein, its consent or approval shall be implied, provided, however, that no consent or approval shall be implied for any activity on the Property that is inconsistent with the Purpose of this Conservation Easement.

L. RECORDATION
Grantee shall record this instrument in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

M. NON-HOMESTEAD CERTIFICATION
Not Applicable

N. AMENDMENTS
The terms and provisions of this Conservation Easement may be amended by the mutual consent of the parties hereto, provided that no such amendment shall be made that will adversely affect the qualification of this Easement for the tax benefits available or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code. Any such amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall not result in any diminution of protection of the Conservation Values. Nothing herein shall require Grantee to agree to any amendment. No amendment shall be effective until executed with the formality of a deed and delivered.

O. CONTROLLING LAW
The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Conservation Easement.

P. LIBERAL CONSTRUCTION
Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this

Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Q. SEVERABILITY
If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

R. JOINT OBLIGATION
The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

S. TERMINATION OF RIGHTS AND OBLIGATIONS
A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

T. CAPTIONS
The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written.

Witnesses:

_____
Signature of first witness

_____
Printed name of first witness

_____
Signature of second witness

_____
Printed name of second witness

GRANTOR:

_____
John C. Freeland

_____
Anne L. Freeland

_____
Jewelle A. McLelland Freeland

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by John C. Freeland, who is ☐ personally known to me or ☐ who has produced _____ as identification.

Notary Public - State of Florida
My Commission Expires

Sign: _____
Print Name:

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by Anne L. Freeland, who is ☐ personally known to me or ☐ who has produced _____ as identification.

Notary Public - State of Florida
My Commission Expires

Sign: _____
Print Name:

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by Jewelle A. McLelland Freeland, who is ☐ personally known to me or ☐ who has produced _____ as identification.

Notary Public - State of Florida
My Commission Expires

Sign: _____
Print Name:

Alachua County, Florida
By its Board of County Commissioners

By:

_____
Lee Pinkoson, Chair

ATTEST:

Date:_____

By:_____
Clerk

Approved as to Form:

Attorney:_____

Date Executed:_____

(Seal)

Exhibits A & B (Legal Description and Baseline Documentation Report), to be attached

EXHIBIT "C" TO THE OPTION
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority personally appeared John C. Freeland, Anne L. Freeland and Jewelle A. McLelland Freeland, ("Seller"), who being by me first duly sworn, deposes and states:

1. That the undersigned, hereinafter referred to as the "Seller", is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "the Property")

2. That the Seller is this day (the "Closing Date") conveying the Property to ALACHUA COUNTY, FLORIDA, hereinafter referred to as the "Purchaser".

3. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

4. As of the Closing Date, the Seller warrants and represents, in accordance with and subject to paragraphs 4.A. and 4.B. of the Option Agreement for Sale and Purchase between Seller and Purchaser, to the Purchaser, its successors and assigns that:

(i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property, and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of the Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Seller, and to the best of Seller's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5. That Seller makes this Affidavit for the purpose of inducing the Purchaser to purchase the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Witness as to Seller

_____
Witness as to Seller

_____
Print Name: John C. Freeland

_____
Date signed by Seller

STATE OF _____)
)
COUNTY OF_____)

SWORN TO and subscribed before me this_____ day of _____, 20__, by John C. Freeland. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____

My Commission Expires:_____

_____
Print Name: Anne L. Freeland

_____
Witness as to Seller

_____
Witness as to Seller

_____
Date signed by Seller

STATE OF _____)
)
COUNTY OF_____)

SWORN TO and subscribed before me this_____ day of _____, 20__, by Anne L. Freeland. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____

My Commission Expires:_____

_____
Print Name: Jewelle L. McLelland Freeland

_____
Witness as to Seller

_____
Witness as to Seller

_____
Date signed by Seller

STATE OF _____)
)
COUNTY OF_____)

SWORN TO and subscribed before me this_____ day of _____, 20__, by Jewelle L. McLelland Freeland. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____

My Commission Expires:_____

ADDENDUM NO. 1
DISCLOSURE STATEMENT

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: **(If "None", please write "None"-Do not leave blank)**

Name	Address	Reason for Payment	Amount

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to Alachua County: **(If "None", please write "None"-Do not leave blank)**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction

SELLER

John C. Freeland	Anne L. Freeland	Jewelle A. McLelland. Freeland

Sean McLendon

From: Rhonda Baxter
Sent: Monday, October 17, 2011 10:23 AM
To: Richard Drummond; Richard C. Mills; Sean McLendon; Beth B. Alexander; Darlene T. Ryon; Kelley McRae; Latoya T. Gainey; Markisha Boykin; Mary Lowry; Rhonda Baxter
Subject: relocation of HP 4015

The counter-top printer formerly located by the fax machine has been relocated to Markisha's cubicle. I am interested to know how many of our staff use this as their default printer, please respond to this email and let me know which printer you use as your default.

Rhonda Baxter
Executive Coordinator
Alachua County Manager's Office
352-264-6905
rbaxter@alachuacounty.us

NOTE: Due to the closing of the Downtown Post Office, our address is changing. As of Friday, September 16, 2011 please send written correspondence to:

Rhonda Baxter
Alachua County Manager's Office
PO Box 5547
Gainesville, FL 32627

San Felasco Additions
Freeland
10/08/09

Project Score:		6.53 of 10.00
Size:		209 acres
Parcel Number:		05955-000-000
S-T-R:		29-8-19
Buildings:		4
Just Value:	$836,000	$4,000/acre
Total: Just+bld+misc	$985,600	$4715.79/acre

Natural Communities	**Condition**
Calcareous Mesic Hammock	Good
Upland Pine	Fair
Seepage Stream	Good
Sinkhole Pond	Fair
Depression Marsh	Fair
Other:	Pine Plantation Low impact development
Bald Eagle Nest (2007)	1 within ½ mile
Archaeological Sites	None within parcel 29 sites ~ 1mile 37 sites in SFHPSP

REPA Score: 7.29 of 9.44 San Felasco Additions Project
KBN Score: Ranked 23rd of 47 projects (North San Felasco Hammock)
Florida Forever: San Felasco Conservation Corridor Project– B list, less-than-fee
Outstanding Florida Waters: Cellon Creek becomes an OFW within San Felasco Hammock Preserve State Park

Overall Description:

The Freeland parcel is adjacent to San Felasco Hammock Preserve State Park (SFH) on the northeast side and is within the SFH optimum boundary. The Freeland parcel is functionally connected to Martin and White to the east and Rolling Meadows to the west. Conservation easement or fee simple acquisition of this property would strengthen the northern boundary of San Felasco while serving as a buffer between preservation land and adjacent urbanized area.

The majority of the east side of the property consists of pine plantation (65 acres). The western portion of the property consists of diverse calcareous mesic hammock which includes Cellon Creek. From the Freeland property Cellon Creek flows west into Rolling Meadows. The creek continues into San Felasco Preserve where it drains into the Floridan aquifer at Lee Sink. Within the boundary of SFH, Cellon Creek is designated an Outstanding Florida Water, pursuant to 62-302.700, F.A.C. A remnant upland pine community exists along the eastern boundary shared with the Martin and White property.

Non-native plant species were observed in the pine plantation and included Chinese tallow, chinaberry, and tung tree. Lygodium was observed along the bank of Cellon Creek. With the exception of tallow, densities of the observed infestations were low. Recent soil disturbance by feral hogs was also observed.

The property is composed of one parcel totaling approximately 209 acres. It has been annexed into the City of Alachua. As the City has not yet assigned land use and zoning (based on a 10/16/09 review of their online future land use and zoning maps), Alachua County's future land use and zoning designations remain in effect. The County's designations are "Rural/Agriculture" land use and "Agricultural" zoning. Gross density is one development unit per five acres (1du/5acres). Currently, the parcel seems to have little development potential because it does not have direct, fee simple ownership of access to a paved public road. Should such access be obtained and paved to public standards, a typical development scenario might be

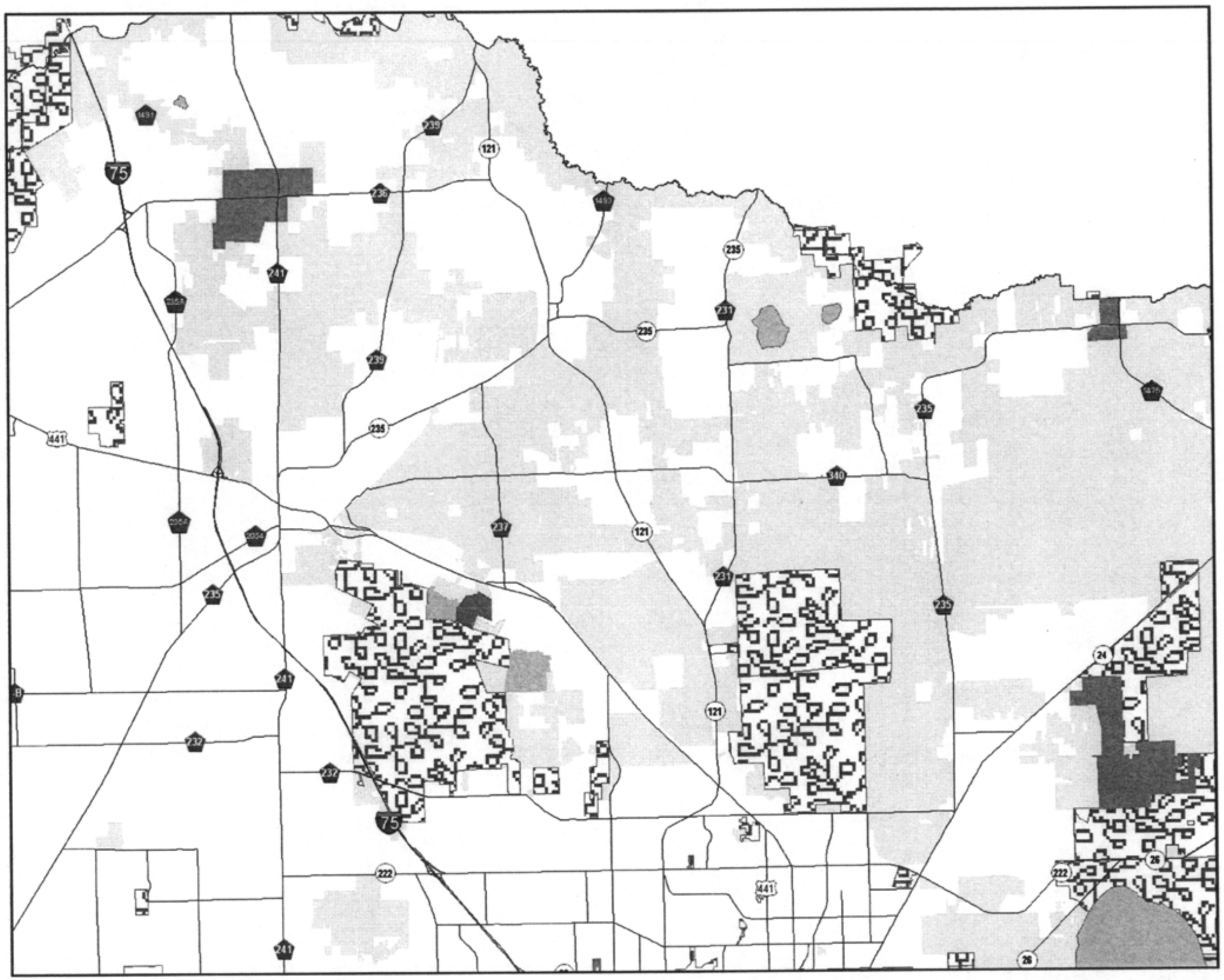
equivalent to a Rural/Agricultural Clustered Subdivision under Alachua County's rules. All 100-year floodplains, surface waters/wetlands and associated buffers, as well at up to 50% of the uplands would be preserved. Non-wetland floodplain and wetland buffer would count toward the upland preservation area. Hence, one might be looking at a development potential of something like 57 single family detached units on 136.7 acres.

The site has high recreation potential given its proximity to San Felasco Hammock Preserve State Park.

San Felasco Additions - Freeland — October 2009

CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		4		
	B. Whether the property serves an important groundwater recharge function;		5		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		3		
	D. Whether the property serves an important flood management function.		3		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		2		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		2		
	D. Whether the property is functionally connected to other natural communities;		3		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		4		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		4		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		4		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		3		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		4		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		3		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		3		
	E. Whether the property offers high vegetation quality and species diversity;		3		
	F. Whether the property has low incidence of non-native invasive species.		3		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		4		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		4		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.40	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.53
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		3		
	B. Whether this management can be completed in a cost-effective manner.		4		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		1		
	B. Whether the overall resource values justifies the potential cost of acquisition;		3		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		4		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.00	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.00
	TOTAL SCORE				6.53

San Felasco Additions - Freeland Location Map



Alachua County, Florida
Environmental Protection

Legend

- Freeland
- Rolling Meadows (under contract)
- Turkey Creek Hammock
- Martin & White (under contract)
- ACF Preserves
- Conservation Lands
- ACF Projects



Alachua County FOREVER

N W E S

0 0.5 1 2 3 4 5 Miles

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

San Felasco Additions - Freeland Aerial Map



Alachua County, Florida
Environmental Protection

Legend

- Freeland Parcel
- Rolling Meadows (under contract)
- Martin & White (under contract)
- FNAI Managed Areas



Alachua County FOREVER

N W E S

0 500 1,000 2,000 Feet

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

San Felasco Additions
Rapid Ecological Project Assessment
Alachua County Forever

Draft Date:	October 12, 2004
Matrix Score:	7.29 of 9.44
Size:	1,211 acres
Number of parcels:	40
Number of owners:	25
Number of buildings:	12

Location/Description:

The 1,211-acre San Felasco Additions (SFA) Project surrounds the San Felasco Hammock Preserve State Park, northwest of the City of Gainesville in Alachua County. Portions of the property are within the City of Alachua city limits, the remaining properties are in unincorporated areas of the county (Map 1). The project area is comprised of properties within the Florida Division of State Lands Optimum Park Boundaries for San Felasco Hammock Preserve State Park, as well as other forested lands adjacent or near the Preserve (Map 2). This includes Warren's Cave and some surrounding properties. Warren's Cave is owned by the National Speleological Society and is claimed to be the longest dry cave in Florida. The areas around San Felasco Hammock Preserve State Park are rapidly developing into single family residences; the project contains some of the last remaining tracts of undeveloped property in proximity to the Preserve.

The SFA Project includes properties within two projects from the *Alachua County Ecological Inventory Project* (KBN Study); North San Felasco Hammock and East San Felasco Hammock (KBN 1996). The purpose of the KBN Study was to identify, inventory, map, describe, and evaluate the most significant natural biological communities, both upland and wetland, that remain in private ownership in Alachua County and make recommendations for protecting these natural resources (KBN 1996). The North San Felasco Hammock project was ranked 23rd of 47 projects evaluated in the county, and categorized as average, and the East San Felasco Hammock project was ranked 28th and categorized as slightly below average (KBN 1996).

The North San Felasco Hammock project was described as follows, "This is an area of creeks, pond, hardwood forest, pine plantation, and pasture on the north side of San Felasco Hammock State Preserve. The two creeks both flow into the preserve from this area" (KBN 1996).

The KBN Study characterized the East San Felasco Hammock as, "This is an area of ponds, marshes, creeks, scenic pastures, and hardwood forest on the east side of San Felasco State Preserve. It also contains a large and valuable house and several smaller homes" (KBN 1996).

Protecting Water Resources:

Six percent of the SFA site is located in the confined aquifer zone of Alachua County, with the remainder located in the perforated zone. The confined aquifer zone is defined by Macesich as a zone of relative aquifer confinement that stretches from north-

central Alachua County southeastward comprising most of the eastern half of the county. It is a region of higher elevations underlain by at least 10 feet of clays or clayey sands of the Hawthorn Formation which form an aquiclude to the Floridan Aquifer System. The perforated zone is an area underlain by clays of the Hawthorn Group perforated by numerous karst features that allow direct access to the aquifer (Macesich 1988).

According to the St. Johns River Water Management District's Aquifer Recharge Map for Alachua County, 100% of the SFA project exists in a high aquifer recharge area where 12 inches or more of water is recharged to the aquifer on a yearly basis. According to Aucott (1988), the project is located in an area where greater than 10 inches of water per year is recharged to the aquifer.

Approximately 25% of the SFA Project is wetlands, contains hydric soils, or falls within the FEMA 100 or 500 year flood hazard zone.

The KBN report described the hydrologic resources as the following, "This is an active karst area with several sinkholes. It is underlain by the Hawthorn Formation, which provides for a perched water table (ponds, wetlands, and streams), but this formation is thin here, allowing for sinkhole formation. The formation is also at or near the surface, thus providing for the fertile soil that the mesic hammock vegetation requires (KBN 1996).

Protecting Natural Communities and Landscapes:
Natural Communities
Basin Marsh
Cave
Seepage Stream
Sinkhole
Sinkhole Lake
Upland Mixed Forest
Upland Pine Forest
Other
Improved Pasture
Low Impact Development
Rough Pasture
Row Crops
Site Conversion Pine Plantation

The above list of natural communities is from the KBN Study, from Environmental Protection Department staff visits and the Warren's Cave Nature Preserve Management Plan. The quality of the natural communities ranges from fair to good (KBN 1996).

Approximately 77% of the project site is within the Florida Ecological Greenways Network (FEGN) un-named priority 6 project area. This greenway connects San Felasco Hammock State Park to the Santa Fe River via Hague Flatwoods, Murphree Wellfield Conservation Area and the Northeast Flatwoods. The Florida Ecological Greenways Network is a decision support model to help identify the best opportunities to protect

ecological connectivity statewide. It was developed by the University of Florida for the Florida Department of Environmental Protection. GIS data on land use and significant ecological areas were integrated in a process that identified a statewide Ecological Greenways Network containing all of the largest areas of ecological and natural resource significance and the landscape linkages necessary to link these areas together in one functional statewide network (Hoctor et al. 2002).

The SFA project includes properties surrounding San Felasco Hammock Preserve State Park and would add to protection of the Preserve, especially in light of the rapid development in its proximity. In addition, the project buffers Warren's Cave, located to the southwest of the Preserve. Warren's Cave, according to the National Speleological Society, is the longest dry cave in Florida, with over four miles of passageway. The cave currently has a management plan and is managed by the Florida Speleological Society. The plan describes the historical, geologic and biological resources of the cave and preservation objectives for the area. The plan does mention that, "the land immediately surrounding the Warren's Cave Reserve is slated for low density residential development. This will have definite impacts on the terrestrial fauna of the Reserve" (National Speleological Society).

There are no Strategic Habitat Conservation Areas within the SFA project area. Strategic Habitat Conservation Areas were developed by the Florida Fish and Wildlife Conservation Commission (FFWCC). They are private lands containing habitats critical to the continued survival of populations of inadequately protected plants and animals (Cox et al. 2000). These lands are essential to providing some of state's rarest animals, plants, and natural communities with the land base necessary to sustain populations into the future (Cox et al.1994).

Almost the entire project area is within the Florida Natural Areas Inventory (FNAI) priorities 2-6 Habitat Conservation Priorities. FNAI's Habitat Conservation Priorities prioritize places on the landscape that would protect both the greatest number of rare species and those species with the greatest conservation need (Florida Natural Areas Inventory June 2001).

Twenty- eight percent of the SFA project is delineated by FNAI as an Upland Hardwood Forest Under-represented Natural Community. FNAI Under-represented Natural Communities are those natural community types that were inadequately represented on conservation lands in Florida. A natural community is considered to be inadequately represented if less than 15% of the original extent of that community is currently found on existing conservation lands. Under-represented natural communities include, seepage slope, upland hardwood forest, pine rockland, tropical hardwood hammock, sandhill, scrub, upland glades, and pine flatwoods. This data was developed by the Office of Environmental Services, Florida Department of Environmental Protection and FNAI, (FNAI December 2001).

Protecting Plant and Animal Species:

Common Name	Endemic/ Large Home-Range	Fed/State Status	FCREPA/FNAI Designation	Observed
Amphibians				
Flatwoods Salamander	-/-	T/-	R/S2S3	SM
Gopher Frog	-/-	-/SSC	T/S3	SM
Eastern Tiger Salamander	-/-	-/-	SU/S3	SM

Striped Newt	-/-	-/-	R/S2S3	SM
Reptiles				
American Alligator	-/-	T/SSC	-/S4	SM,K
Eastern Diamondback Rattlesnake	-/-	-/-	-/S3	SM
Eastern Indigo Snake	-/-	T/T	SSC/S3	SM,K
Florida Crowned Snake	X/-	-/-	-/-	SM
Florida Pine Snake	-/-	-/SSC	SU/S3	SM,N
Gopher Tortoise	-/-	-/SSC	T/S3	F
Peninsula Mole Skink	-/-	-/-	-/-	SM
Short-tailed Snake	X/-	-/T	T/S3	SM,N
Spotted Turtle	-/-	-/-	R/S3?	SM
Birds				
Cooper's Hawk	-/-	-/-	SSC/S3	SM
Little Blue Heron	-/-	-/SSC	SSC/S4	SM,K
Osprey	-/-	-/-	T/S3S4	SM
Snowy Egret	-/-	-/SSC	SSC/S3	SM,K
Southern Bald Eagle	-/L	T/T	T/S3	SM, F
Southeastern American Kestrel	-/-	-/T	T/S3	SM
Swallow-tailed Kite	-/L	-/-	T/S2	F,K
Wild Turkey	-/L			F
Wood Stork	-/-	E/E	E/S2	SM
Yellow-Crowned Night Heron	-/-	-/-	SSC/S3?	SM
Mammals				
Bobcat	-/L	-/-	-/-	F
Florida Black Bear	X/L	-/T	T/S2	F
Northern Yellow Bat	-/-	-/-	SU/-	SM
Sherman's Fox Squirrel	-/-	-/SSC	T/S3	F

X= Endemic, L=species with large home ranges according to the Closing the Gaps in Florida's Wildlife Habitat System, S= observed by Alachua Co. EPD staff and/or an LCB subcommittee member, SM= documented on the Species Models maps created by the Florida Fish and Wildlife Conservation Commission, F= Focal species used for the most detailed analyses in the Closing the Gaps in Florida's Wildlife Habitat Conservation System, Florida Game and Fresh Water Fish Commission, 1994, N= Florida Natural Areas Inventory Element Occurrence, P= potential for species based on habitat types, K=documented in the Alachua County Ecological Inventory Project.

Listed plants found on the property according to the Alachua County Ecological Inventory Project include cardinal flower, cinnamon fern, and greenfly orchid. FNAI element occurrence data has four occurrences for the subject area, all associated with Warren's Cave. This includes Flyr's Brickelbush (*Brickellia cordifolia*), a state listed endangered plant with only seven known populations. The cave also includes the type locality for the pallid cave crayfish (*Procambarus pallidus*) which is considered rare in the state and has a limited geographic range.

Exotic plants found on this property include: tropical soda apple, mimosa, tung tree, chinaberry, and camphor.

The FFWCC 2002 bald eagle nest data shows one bald eagle nest in San Felasco Hammock State Park, which is located only half a mile from the project area.

Approximately 60% of the site is within Regional Biodiversity Hotspots. The purpose of the Regional Biodiversity Hot Spots maps, developed by FFWCC, is to "convey more detailed information on the known locations of as many components of biological diversity as possible, regardless of whether or not they fall within proposed Strategic Habitat Conservation Areas, to help meet the need for conservation information at regional and local levels" (Cox et al. 1994).

Achieving Social and Human Values:

Approximately 44% of the SFA site is a Priority 1-5 Natural Resource-based Recreation Area (Knight et al. 2000). The Natural Resource-based Recreation map was developed by FNAI in collaboration with DEP, FFWCC and the Florida Division of Forestry. The recreation potential of a site depends on available road access, presence of a water body or beach, proximity to urban areas, and size of the site. "These criteria were applied to Potential Natural Areas delineated by FNAI using aerial photography and revised using the 1995 Water Management District land cover data. Sites were ranked by recreation potential" (Knight et al. 2000).

The SFA Project is part of the Emerald Necklace Land Conservation Initiative - "a publicly accessible, connected, and protected network of trails, greenways, open space, and waterfronts surrounding the Gainesville urban area".

The SFA project is an easily accessible urban natural area located in a residential area. Recreational opportunities may be available from the adjacent San Felasco Hammock Preserve State Park. Warren's Cave currently has a recreational plan that allows for restricted visitation to the cave as well as utilization for research and educational endeavors (National Speleological Society). Acquisition of the SFA properties will enhance the nature based parks and preserves in this area.

Management:

"This area could be easily managed as part of or in conjunction with the adjacent state preserve. Restoration of the hammock areas would occur on its own. Some of the former upland pine forest areas could be allowed to become hammock forest. Restoring upland pine forest areas that are now hardwood forest or pine plantation would require a long program of prescribed burning and some planting. The pasture areas were all upland pine forest, and would need planting and then prescribed burning during an extended time for restoration to occur. If left as they are now, the pastures still need frequent burning and some herbicide applications to control the tropical soda-apple. Although there is a major highway to the north, there is a large wild area to the south [San Felasco Hammock], making it possible for prescribed burning to be used here with relative safety" (KBN 1996).

The Florida Division of State Lands may be willing to manage properties within the SFA boundaries, particularly those within the Optimum Park Boundaries for San Felasco Hammock State Preserve Park.

Economic & Acquisition:

There are 40 parcels and 25 ownerships in the 1,211 acre SFA Project. The property appraiser shows 12 buildings in their parcel database for the project area. The Alachua County Property Appraisers 2004 Just Value (land value) for the entire project is $ 6,307,500 or $5,208.51/ acre. The ACPA's total value (Just, Miscellaneous and Buildings) for the project area is $7,400,000 or $6130.90/acre. These figures are for comparative purposes between nominated properties, and are not necessarily an accurate reflection of the true cost of the property if acquired by the Alachua County Forever Program.

Sixty-five percent of the project area is within the City of Alachua and the remaining 35% is in unincorporated Alachua County. Seventy-six percent of the project area is within a Rural/Agriculture Future Land Use designation with the remainder falling within a Residential Land Use designation. This area is seen as very desirable for high-end residential development and is under substantial development pressure.

Other:

There are four archaeological site listings on the Florida Master Site File maintained by the Florida Division of Historical Resources within the project area.

Literature Citations:

Aucott, W. 1988. Water Resources Investigation Report 88-4057. USGS.

Cox, J., R. Kautz, M. MacLaughlin, and T. Gilbert. 1994. Closing the Gaps in Florida's Wildlife Habitat Conservation System, Office of Environmental Services, Florida Game and Fresh Water Fish Commission, Tallahassee, Florida.

Cox, J. and R. Kautz. 2000. Habitat Conservation Needs of Rare and Imperiled Wildlife in Florida. Office of Environmental Services, Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida.

Florida Natural Areas Inventory. June 2001. Florida Forever Conservation Needs Assessment Technical Report

Florida Natural Areas Inventory. December 2001. Florida Forever Conservation Needs Assessment Version 1.1

Hoctor, T.S., J. Teisinger, M.G. Carr., P.C, Zwick. 2002. Identification of Critical Linkages within the Florida Ecological Greenways Network. Final Report. Office of Greenways and Trails, Florida Department of Environmental Protection. Tallahassee, FL.

Knight, G., A. Knight, and J. Oetting. 2000. Florida Forever Conservation Needs Assessment Summary Report to the Florida Forever Advisory council. Florida Natural Areas Inventory.

KBN, A Golder Associates Company. 1996. Alachua County Ecological Inventory Project. Prepared for Alachua County Department of Growth Management, Gainesville, Florida.

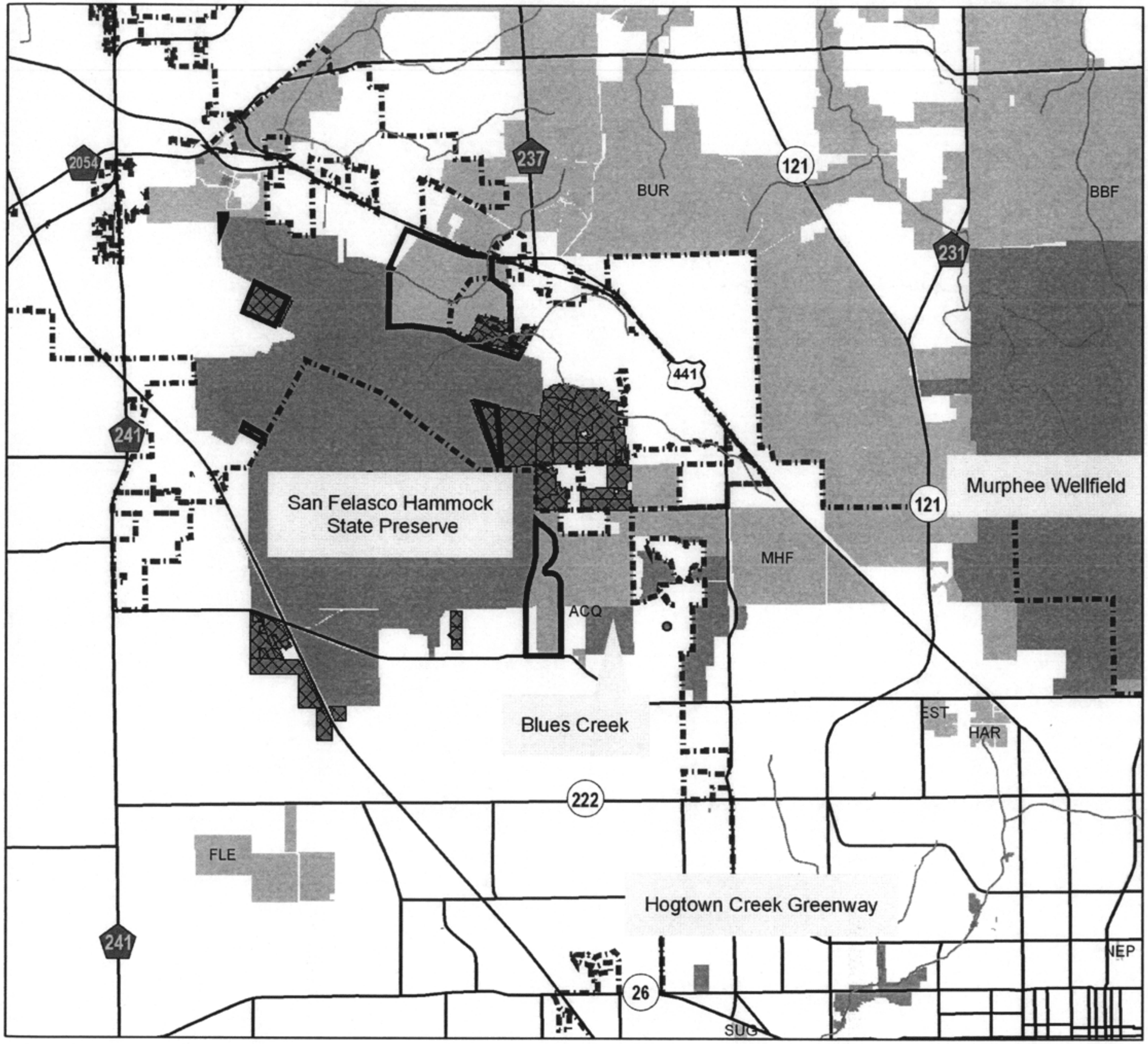
Macesich, M. 1988. Geologic Interpretation of the Aquifer Pollution Potential in Alachua County, Florida, Open File Report – 21. Florida Geologic Survey, Tallahassee, Florida.

National Speleological Society. Warren Cave Nature Preserve Management Plan. <http://www.caves.org/preserves/wcp/mp-wcp.html>

San Felasco Additions Draft date October 14, 2004

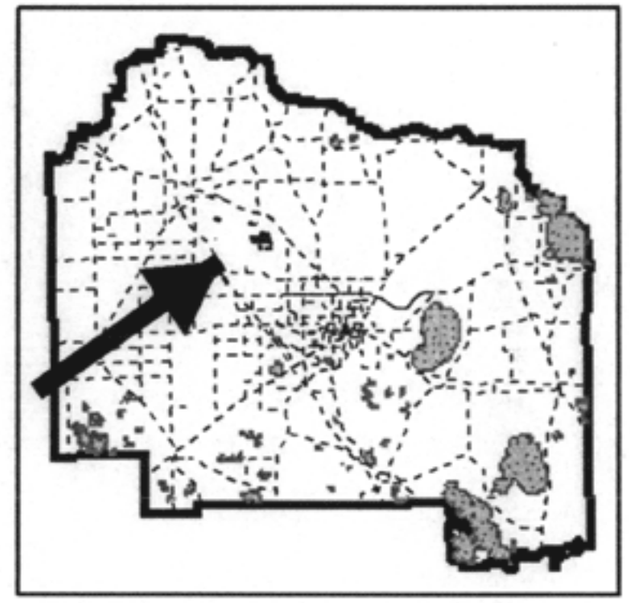
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		4		
	B. Whether the property serves an important groundwater recharge function;		5		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		2		
	D. Whether the property serves an important flood management function.		3		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		3		
	B. Whether the natural communities present on the property are rare;		4		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		4		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		4		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		5		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		5		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		3		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		5		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		3		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		4		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		3		
	E. Whether the property offers high vegetation quality and species diversity;		3		
	F. Whether the property has low incidence of non-native invasive species.		4		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		4		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		5		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.80	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			5.07
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		4		
	B. Whether this management can be completed in a cost-effective manner.		4		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		5		
	B. Whether the overall resource values justifies the potential cost of acquisition;		3		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		4		
	D. `Whether there is an opportunity to protect the environmental, social or other values of the property through an economically attractive less-than-fee mechanism such as a conservation easement.		0		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.33	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.22
	TOTAL SCORE				7.29

San Felasco Additions-Map 1



San Felasco Additions

- San Felasco Additions
- Alachua County Forever Projects
- Conservation Lands
- Optimum Boundary
- Roads
- Streams
- City Boundaries



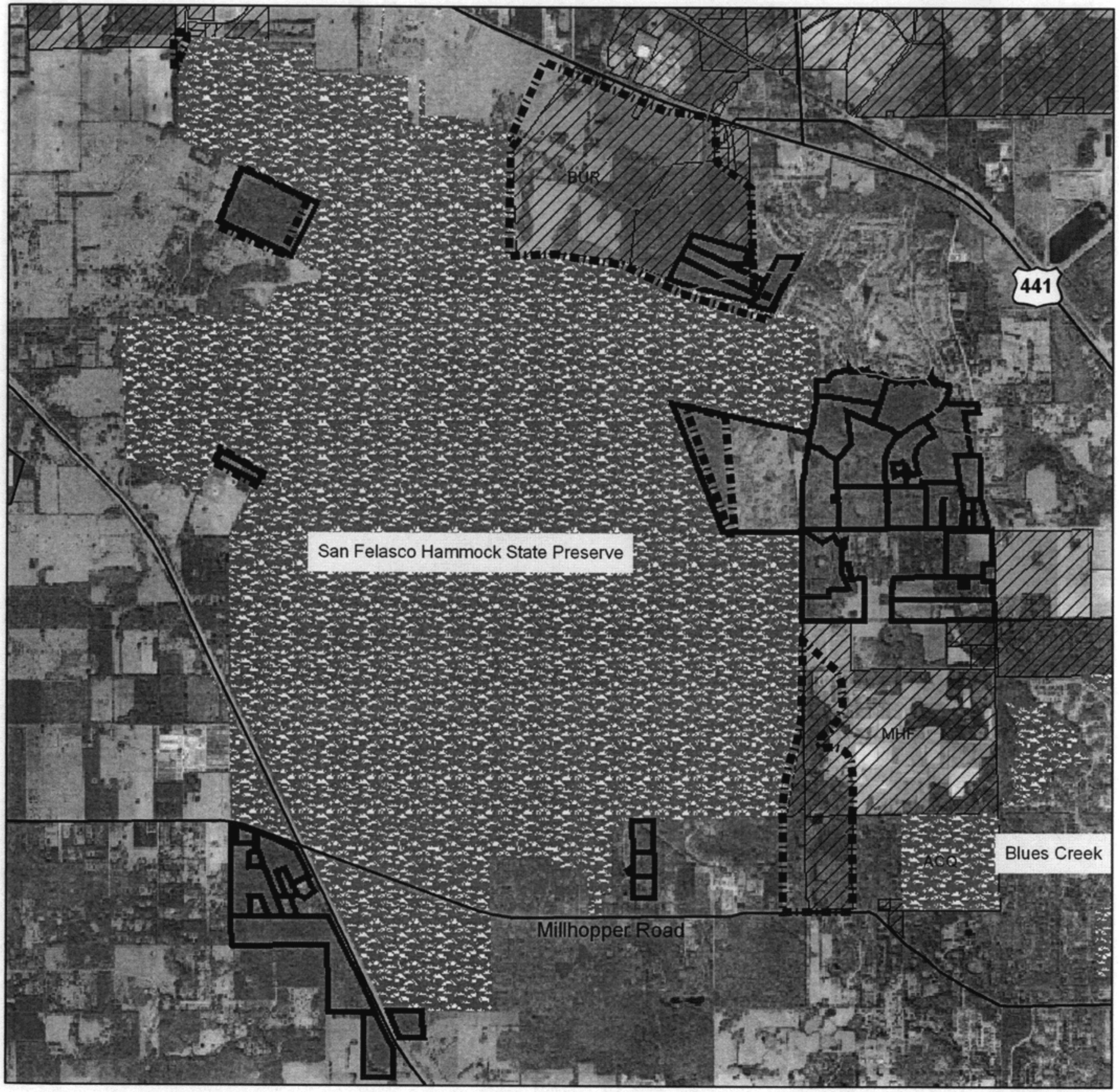
N

0 0.5 1 2 Miles

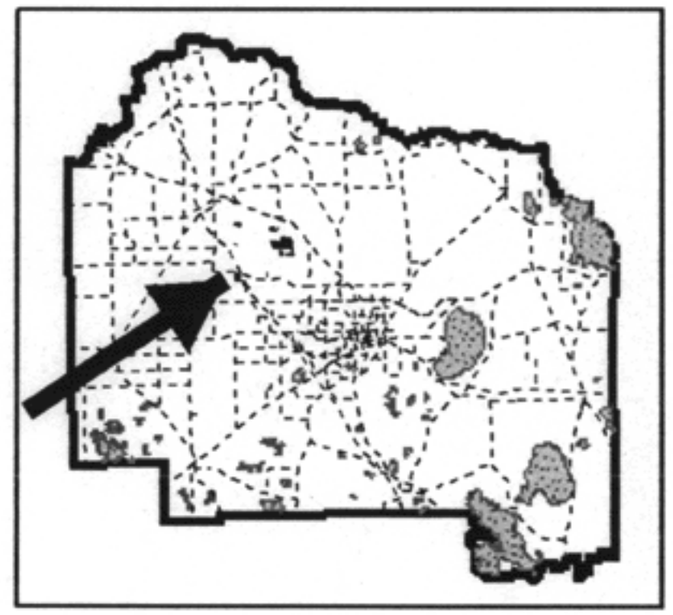
Alachua County FOREVER

Environmental Protection Department
Alachua County

San Felasco Additions-Map 2



- San Felasco Additions
- Optimum Boundary
- Alachua County Forever Projects
- Conservation Lands
- Roads
- Streams



N

0 0.25 0.5 1 1.5 Miles

Alachua County FOREVER

Alachua County Environmental Protection Department

Cost Estimates

Acquisition Estimates

Table A. Pre-Contract Costs

Project	Acres	Conservation Easement Cost	Pre-Acquisition Services			
			Appraisals	Boundary Sketch	Title Report	sub-total
Freeland	127	300,101	13,950	-	150	$ 14,100

Table B. Post-Contract Costs

Project	Due Diligence and Closing Services					GRAND TOTAL
	Title Insurance	Surveys	Environmental Audit	Closing	sub-total	
Freeland	1,576	15,000	3,000	1,000	$ 20,576	**$ 334,777**

Stewardship Estimates

Project	Acres	Physical Improvements (BOND)	Average Annual Recurring (General Fund)	Average Annual Recurring/Acre	**Total Costs for initial 10 years**
Freeland	127	$ -	$ 550	$ 4.33	**$ 5,500**

*Note: These estimates are taken from the attached draft project stewardship reports, adjusted for inflation (3%/yr), and averaged.

San Felasco Additions
Freeland **127 acres**

Conservation Easement Monitoring $550 per year

The Kincaide & Tabone property will be protected through a conservation easement. As such, the county management responsibilities will be limited to monitoring the conservation easement, unless a different arrangement is negotiated with the owners.

Monitoring = $550/year for site inspection and write-up.

Acquisition List Status Report

Monday, September 12, 2011

Under Contract

Barr Hammock-Butler

ACRES: **86** Type: **Conservation Easement**

BAR22 SITE SCORE: **6.93** Environmental/Social Subscore: **4.40** Management/Acquisition Subscore: **2.53**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Butler%20draft%20full%20eval.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Awaiting Contract from seller*

Price: $216,013.00 Partner: **FRPP (50% Acq), Seller (25% Acq)**

Lake Forest Creek-Kincade and Tabone

ACRES: **103** Type: **Conservation Easement**

LFC06 SITE SCORE: **7.33** Environmental/Social Subscore: **4.40** Management/Acquisition Subscore: **2.93**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Kincaide%20TaboneEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *In Due Diligence*

Price: $170,000.00 Partner: **Seller (100% Stwd)**

Lake Forest Creek-Smith

ACRES: **30** Type: **Conservation Easement**

LFC09 SITE SCORE: **6.27** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.14**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LFC%20SmithEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *In Due Diligence*

Price: Partner: **Seller (100% Stwd)**

Verbal

Lochloosa Connector-Rimes

ACRES: **239** Type: **Fee**

LOC12 SITE SCORE: **7.47** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/LOC-Rimes-Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *In negotiations*

Price: Partner:

San Felasco Additions-Freeland

ACRES: **209** Type: **Conservation Easement**

SFA06 SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Freeland%20evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *In Negotiation*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-River Rise Addition

ACRES: **99** Type: **Fee**

SFR25 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Contract Requested, working on title defects*

Price: Partner: **State Parks (100% Stwd)**

Watermelon Pond-Metzger

ACRES: **635** Type: **Fee**

WAT11 SITE SCORE: **6.8** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Metzger%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Awaiting Contract Execution by BoCC*

Price: $2,142,800.00 Partner: **FFWCC (50% Stwd)**

Negotiation

Ledwith Lake-Pitts

ACRES: **754** Type: **Fee**

BAR02 SITE SCORE: **8.25** Environmental/Social Subscore: **5.47** Management/Acquisition Subscore: **2.78**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/pittsrudn.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *2003: Impasse on price and terms. 2010: CTF has lead*

Price: Partner: **CTF (100% Acq)**

Ledwith Lake-Webb

ACRES: **1,755** Type: **Conservation Easement**

AR03 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *2003: Impasse on terms. 2010: CTF has lead*

Price: Partner: **CTF (100% Acq & Stwd)**

Gainesville Archipelago-Jurecko

ACRES: **12** Type: **Fee**

GNV03 SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/Jurecko%20Evaluation.pdf

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *City has lead. In negotiations*

Price: Partner: **City of Gainesville (50% Acq. 100% Stwd)**

Kanapaha Prairie-Morgan

ACRES: **22** Type: **Conservation Easement**

KAN05 SITE SCORE: **6.2** Environmental/Social Subscore: **4.07** Management/Acquisition Subscore: **2.13**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Morgan%20Eval.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *Seller deciding if sale or donation is better. May also pursue Amendment 4 CE*

Price: Partner: **Seller (100% Acq& Stwd)**

Lake Forest Creek-Otto & Sweeney

ACRES: **39** Type: **Conservation Easement**

LFC11 SITE SCORE: **6.4** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.13**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/Sweeney%20-%20Otto%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment:

Price: Partner:

Lake Forest Creek-Thomas

ACRES: **11** Type: **Conservation Easement**

LFC12 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment:

Price: Partner:

Waldo Blueway-Dinh

ACRES: **322** Type: **Fee**

LAK03 SITE SCORE: **7.29** Environmental/Social Subscore: **4.70** Management/Acquisition Subscore: **2.59**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake_Santa_Fe_Evaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *2011: in negotiations*

Price: Partner:

Lochloosa Connector-Geiger

ACRES: **15** Type: **Fee**

LOC22 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *ACT has lead*

Price: Partner:

Northeast Flatwoods

ACRES: **7,495** Type: **Conservation Easement**

NEF01 SITE SCORE: **6.8** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/NEF%20Plum%20Creek%20Timber%20Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Northeast%20Flatwoods.htm

Comment: *Very large tract (7,000 ac). Plum Creek and Staff working on configuration*

Price: Partner: **Seller (100% Stwd)**

River Creek Preserve-GRU

ACRES: **98** Type: **Fee**

SFR29 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2009: Impasse on price. 2010: ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Santa Fe River-Nesbitt & Skinner/Santa Fe River Ranc

ACRES: **59** Type: **Fee**

SFR13 SITE SCORE: **7.7** Environmental/Social Subscore: **5.30** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Nesbitt%20Skinner%20Jr.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Sold to N G Wade (SFR21). Sold to Santa Fe River Ranch. 2008: rejected SRWMD offer. 2011 Owner working with County*

Price: Partner:

Santa Fe River-Pakula/Santa Fe River Ranch

ACRES: **24** Type: **Fee**

SFR16 SITE SCORE: **7.37** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Pauly%20Pakula%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2005: Impasse on price. Sold to Santa Fe River Ranch. 2008: rejected SRWMD offer. 2011 Owner working with County*

Price: Partner:

Santa Fe River-River Creek Preserve

ACRES: **443** Type: **Fee**

SFR27 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2009: Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Santa Fe River-Running Over Ranch

ACRES: **682** Type: **Conservation Easement**

SFR32 SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *In Negotiation*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Shepherd & Walls/Santa Fe River Ranc

ACRES: **203** Type: **Fee**

SFR03 SITE SCORE: **7.77** Environmental/Social Subscore: **5.33** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Shepherd%20Walls.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *New Owner working with County*

Price: Partner:

Santa Fe River-Wing

ACRES: **110** Type: **Conservation Easement**

SFR11 SITE SCORE: **8.98** Environmental/Social Subscore: **5.87** Management/Acquisition Subscore: **3.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFRWing%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Donation. Working on CE with owner*

Price: Partner: **Seller (100% Stwd)**

Impasse

Austin Cary Forest-Bloom & Frank (House)

ACRES: **6** Type: **Fee**

AUS05 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.36 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Austin%20CaryREPA.htm

Comment: *Owner retained parcel for house*

Price: Partner:

Donaldson Tracts

ACRES: **4,642** Type: **Fee**

AUS01 SITE SCORE: **7.45** Environmental/Social Subscore: **4.67** Management/Acquisition Subscore: **2.78**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/donaldson%20Eval.pdf

REPA SCORE: 7.36 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Austin%20CaryREPA.htm

Comment: *Impasse on price*

Price: Partner:

Barr Hammock Roads-Baird and Staley

ACRES: **20** Type: **Fee**

BAR07 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Beck

ACRES: **24** Type: **Fee**

BAR08 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Belcuore

ACRES: **10** Type: **Fee**

BAR09 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Dolan and Wiley

ACRES: **11** Type: **Fee**

BAR10 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Gant

ACRES: **12** Type: **Fee**

BAR11 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Gwitdz/Baird and Staley

ACRES: **21** Type: **Fee**

BAR15 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Meffe/Baird and Staley

ACRES: **10** Type: **Fee**

BAR12 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Miskimen

ACRES: **10** Type: **Fee**

BAR13 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Novell

ACRES: **11** Type: **Fee**

BAR14 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Shearer

ACRES: **11** Type: **Fee**

BAR16 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Smith

ACRES: **10** Type: **Fee**

BAR17 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Stevenson

ACRES: **16** Type: **Fee**

BAR18 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Suits

ACRES: **11** Type: **Fee**

BAR19 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock-Thompson

ACRES: **169** Type: **Fee**

BAR20 SITE SCORE: **7.47** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.54**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Thompson%20full%20eval.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Impasse on price and type of deal*

Price: Partner:

Chitty-Campland

ACRES: **100** Type: **Conservation Easement**

BAR04 SITE SCORE: **7.13** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Chitty%20Stardust%20Ranch.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *In litigation between family. CTF working on NRCS/WRP funding.*

Price: Partner:

Chitty-Church Strip

ACRES: **160** Type: **Conservation Easement**

BAR04 SITE SCORE: **7.13** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Chitty%20Stardust%20Ranch.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *In litigation between family. CTF working on NRCS/WRP funding.*

Price: Partner:

Chitty-Homeplace

ACRES: **27** Type: **Conservation Easement**

BAR04 SITE SCORE: **7.13** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Chitty%20Stardust%20Ranch.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *In litigation between family. CTF working on NRCS/WRP funding.*

Price: Partner:

Chitty-Stardust Ranch

ACRES: **73** Type: **Conservation Easement**

BAR04 SITE SCORE: **7.13** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Chitty%20Stardust%20Ranch.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *In litigation between family. CTF working on NRCS/WRP funding.*

Price: Partner:

Little Hatchet Creek

ACRES: **504** Type: **Fee**

BBF01 SITE SCORE: **6.24** Environmental/Social Subscore: **4.12** Management/Acquisition Subscore: **2.12**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/LHC%20eval.pdf

REPA SCORE: 6.58 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Buck%20Bay%20Flatwoods.htm

Comment: *Impasse on price. City FCT grant expired*

Price: Partner:

Burnette Lake-Barber

ACRES: **20** Type: **Conservation Easement**

BUR01 SITE SCORE: **5.15** Environmental/Social Subscore: **2.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-Durando

ACRES: **32** Type: **Conservation Easement**

BUR02 SITE SCORE: **6.55** Environmental/Social Subscore: **4.33** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-Fuentes

ACRES: **20** Type: **Conservation Easement**

BUR03 SITE SCORE: **6.15** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-McAlister

ACRES: **3** Type: **Fee**

BUR05 SITE SCORE: **5.4** Environmental/Social Subscore: **3.60** Management/Acquisition Subscore: **1.80**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner:

Burnette Lake-Newman

ACRES: **20** Type: **Fee**

BUR06 SITE SCORE: **5.95** Environmental/Social Subscore: **3.73** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner:

Burnette Lake-Schultz

ACRES: **20** Type: **Conservation Easement**

BUR04 SITE SCORE: **6.15** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-TOTU

ACRES: **380** Type: **Conservation Easement**

BUR07 SITE SCORE: **6.89** Environmental/Social Subscore: **4.67** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Unwilling. Was Keystone.*

Price: Partner: **Seller (100% Stwd)**

Gainesville Archipelago-Dickinson & Dickinson

ACRES: **90** Type: **Fee**

GNV02 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *Impasse on price*

Price: Partner:

Gainesville Archipelago-Matt Dickinson

ACRES: **10** Type: **Fee**

GNV04 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *Impasse on price*

Price: Partner:

High Springs Park

ACRES: **15** Type: **Fee**

HIG01 SITE SCORE: **6.07** Environmental/Social Subscore: **4.07** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/HIG%20Repa.htm

REPA SCORE: 6.07 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/HIG%20Repa.htm

Comment: *Impasse on price. City FCT Grant Expired*

Price: Partner: **City of High Springs (100% Stwd)**

Pierson Sink

ACRES: **40** Type: **Conservation Easement**

KAN04 SITE SCORE: **6.67** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.20**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Eval%20Pierson%20Sink.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Wacahoota Road City Tract

ACRES: **237** Type: **Fee**

KAN02 SITE SCORE: **6.93** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/KAN-CoG-Archery-Range%20evaluation.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *City and County could not agree on sale*

Price: Partner:

Lake Forest Creek-Adkinson

ACRES: **12** Type: **Fee**

LFC01 SITE SCORE: **6.64** Environmental/Social Subscore: **4.24** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/adkinson.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Unwilling*

Price: Partner:

Lake Forest Creek-Daemer

ACRES: **54** Type: **Fee**

LFC04 SITE SCORE: **7.02** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/daemer.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *In negotiations over buildings*

Price: Partner:

Lake Forest Creek-Floyd

ACRES: **0** Type: **Fee**

LFC07 SITE SCORE: **5.8** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **1.87**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Floyd%20%20Floyd%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Lake Forest Creek-Lewis

ACRES: **1** Type: **Fee**

LFC08 SITE SCORE: **4.93** Environmental/Social Subscore: **3.07** Management/Acquisition Subscore: **1.86**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Lewis%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Demetree

ACRES: **63** Type: **Fee**

LFC10 SITE SCORE: **6.73** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.26**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/MorningsideAdditionsEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Johnson

ACRES: **70** Type: **Fee**

LFC02 SITE SCORE: **7.16** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/JohnsonEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Krugman

ACRES: **29** Type: **Fee**

LFC03 SITE SCORE: **6.86** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Krugman%20Kadi%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Awaiting acquisition of Keystone (Rewis)*

Price: $12,500.00 Partner:

Lake Santa Fe-Blueberry Hills

ACRES: **112** Type: **Fee**

LAK01 SITE SCORE: **6.13** Environmental/Social Subscore: **3.80** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Bluberry%20Hills%20Eval.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *2009: Impasse on Terms with Dharma Center. 2010 Forclosed. 2011 Fla Citizens Bank selling to private buyer*

Price: Partner:

Lake Santa Fe-Parker

ACRES: **206** Type: **Fee**

LAK02 SITE SCORE: **5.86** Environmental/Social Subscore: **3.53** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Parker%20Evaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price. Seller developed infrastructure and impacted property*

Price: Partner:

Waldo Blueway-Blankenship

ACRES: **141** Type: **Fee**

LAK15 SITE SCORE: **7** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Blankenship.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Boree & Huber

ACRES: **60** Type: **Fee**

LAK07 SITE SCORE: **7.04** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LAKBoreeEvaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Awaiting acquisition of Keystone (Dinh)*

Price: Partner:

Waldo Blueway-Murphey

ACRES: **70** Type: **Fee**

LAK11 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Peterson

ACRES: **93** Type: **Fee**

LAK13 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Ramsden (house)

ACRES: **3** Type: **Fee**

LAK08 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *House parcel. Owner lives on site*

Price: Partner:

Waldo Blueway-Straughn (road)

ACRES: **280** Type: **Fee**

LAK10 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Owner retained parcel for farm*

Price: Partner:

Waldo Blueway-Winchester

ACRES: **40** Type: **Fee**

LAK05 SITE SCORE: **6.7** Environmental/Social Subscore: **4.30** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/WinchesterEvaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Awaiting acquisition of Keystone (Dinh)*

Price: Partner:

Lake Tuscawilla-Reddick/Blauer

ACRES: **75** Type: **Conservation Easement**

TUS03 SITE SCORE: **6.69** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Reddick%20Evaluation.pdf

REPA SCORE: 7.13 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TUS%20REPA.pdf

Comment: *Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Lake Tuscawilla-Reddick/Fagerberg

ACRES: **8** Type: **Conservation Easement**

TUS05 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Little Orange Creek

ACRES: **2,605** Type: **Fee**

LCR04 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *Impasse on price. Plum Creek chose NE Flatwoods for priority*

Price: Partner:

Lochloosa Creek-Phifer Flatwoods 1 acre

ACRES: **9** Type:

LCR06 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *ACT retained*

Price: Partner:

Plum Creek Auction 6235 (Po Ying Sem)

ACRES: **45** Type: **Fee**

LCR02 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *ACT has lead*

Price: Partner:

Plum Creek Auction 6245 (SE Landfill) (Kurzyski)

ACRES: **101** Type: **Fee**

LCR03 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *Impasse. Access issues cannot be resolved by Owner.*

Price: Partner:

Lochloosa Connector-Andrews

ACRES: **26** Type: **Fee**

LOC13 SITE SCORE: **6.87** Environmental/Social Subscore: **3.67** Management/Acquisition Subscore: **3.20**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Full%20evaluation%20Andrews.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Small (26 ac) CE. Awaiting acquisition of Keystone*

Price: Partner:

Lochloosa Connector-Crevasse Lodge

ACRES: **342** Type: **Fee**

LOC20 SITE SCORE: **7.9** Environmental/Social Subscore: **5.30** Management/Acquisition Subscore: **2.60**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Crevasse%20Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment:

Price: $422,444.00 Partner: **ACT (100% Stwd)**

Lochloosa Connector-F Wood (house)

ACRES: **5** Type:

LOC18 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Unwilling*

Price: Partner:

Lochloosa Connector-Hogan1

ACRES: **80** Type: **Conservation Easement**

LOC14 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Hogan2

ACRES: **100** Type: **Conservation Easement**

LOC15 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Hogan3

ACRES: **40** Type: **Conservation Easement**

LOC16 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Holloway

ACRES: **176** Type: **Fee**

LOC21 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *Impasse on terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Lochloosa Connector-Les-Que Two

ACRES: **522** Type: **Fee**

LOC11 SITE SCORE: **6.53** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.26**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LesQueTwoeval.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner:

Lochloosa Connector-McLeod Sliver Springs

ACRES: **1,115** Type: **Conservation Easement**

LOC09 SITE SCORE: **7.89** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/LOC_McLeod_Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Lochloosa Connector-Richardson

ACRES: **328** Type: **Fee**

LOC05 SITE SCORE: **6.87** Environmental/Social Subscore: **4.20** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Richardson_Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms in Conservation Easement. Sovereign Lands issue*

Price: Partner:

Lochloosa Connector-Tillman

ACRES: **40** Type: **Conservation Easement**

LOC17 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Plum Creek Auction 6210d

ACRES: **115** Type: **Fee**

LOC07 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner:

Plum Creek Auction 6250e portion

ACRES: **110** Type: **Fee**

LSL01 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.73 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Slough%20Flatwoods.htm

Comment: *Isolated piece. Awaiting acquisition of Keystone (Plum Creek CE)*

Price: Partner:

McCormick Island

ACRES: **841** Type: **Fee**

MCC01 SITE SCORE: **7.04** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/McCormick%20Island.htm

REPA SCORE: 7.04 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/McCormick%20Island.htm

Comment: *Unwilling. Soverign lands issues*

Price: Partner:

Mill Creek Northern Addition

ACRES: **205** Type: **Full Fee**

MLL03 SITE SCORE: **7.53** Environmental/Social Subscore: **3.73** Management/Acquisition Subscore: **3.80**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/James_Evaluation.pdf

REPA SCORE: 7.40 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Mill%20Creek%20REPA.htm

Comment: *Impasse on price*

Price: Partner:

IFAS Unit

ACRES: **520** Type: **Fee**

MHF03 SITE SCORE: **6.35** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/IFAS_Evaluation.pdf

REPA SCORE: 6.98 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Millhopper%20Flatwoods.htm

Comment: *Could not come to terms on lease*

Price: Partner: **ACT (100% Stwd)**

Paynes Prairie Additions-Priaire View Trust

ACRES: **181** Type: **Fee**

PPA03 SITE SCORE: **7.6** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Prairie_View_Evaluation.pdf

REPA SCORE: 6.98 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Paynes_Prairie_Addition.htm

Comment: *Unwilling. May donate parcel after mitigation credits sold*

Price: Partner:

San Felasco Additions-Beaver Creek

ACRES: **39** Type: **Fee**

SFA01 SITE SCORE: **6.38** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Beaver_Creek_Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *Rejected by the BoCC*

Price: $1,000,000.00 Partner:

San Felasco Additions-Shermyen

ACRES: **80** Type: **Fee**

SFA02 SITE SCORE: **6.47** Environmental/Social Subscore: **3.80** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Shermyen_Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *Could not agree on terms in Conservation Easement*

Price: Partner:

Konish Tract

ACRES: **0** Type: **Fee**

SFR01 SITE SCORE: **6.9** Environmental/Social Subscore: **4.20** Management/Acquisition Subscore: **2.70**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/PoeSOE.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Burton

ACRES: **5** Type: **Fee**

SFR24 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Deloach

ACRES: **8** Type: **Fee**

SFR22 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Poe Springs Properties

ACRES: **20** Type: **Fee**

SFR23 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Mud Swamp Additions-Ajlani

ACRES: **40** Type: **Fee**

SFR06 SITE SCORE: **5.33** Environmental/Social Subscore: **3.33** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Ajlani.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Mud Swamp Additions-Gainey

ACRES: **30** Type: **Fee**

SFR09 SITE SCORE: **6.93** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Gainey.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

River Creek Preserve-Bradham

ACRES: **94** Type: **Fee**

SFR31 SITE SCORE: **6.73** Environmental/Social Subscore: **4.73** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Bradham%20-%20Plum%20Creek%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

River Creek Preserve-Jensen

ACRES: **20** Type: **Fee**

SFR28 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Awaiting acquisition of Keystone (River Creek Preserve)*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-AP&E Addition (Eddy & Hodges)

ACRES: **5** Type: **Fee**

SFR26 SITE SCORE: **6.67** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.54**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Eddy%20Hodges%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Santa Fe River-Lundgren

ACRES: **292** Type: **Conservation Easement**

SFR05 SITE SCORE: **7.7** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.70**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Lundgren%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Mims

ACRES: **10** Type: **Conservation Easement**

SFR02 SITE SCORE: **7.43** Environmental/Social Subscore: **4.87** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Mims%20SFR.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price and awaiting keystone (Shepherd/Abdoni)*

Price: Partner: **SRMWD (100% Acq & Stwd)**

Santa Fe River-Palmore

ACRES: **92** Type: **Conservation Easement**

SFR18 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Rawls

ACRES: **180** Type: **Conservation Easement**

SFR10 SITE SCORE: **7.67** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rawls%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Rayonier #1/Eaton

ACRES: **42** Type: **Fee**

SFR07 SITE SCORE: **7.2** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rayonier1%20SFR%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *New Owner willing to sell Fee. Rejected Offer 6/17/2011*

Price: Partner:

Santa Fe River-Rayonier #1/Southall

ACRES: **84** Type: **Fee**

SFR33 SITE SCORE: **7.2** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rayonier1%20SFR%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Sold to another owner. No response*

Price: Partner:

Santa Fe River-Rayonier #2

ACRES: **384** Type: **Fee**

SFR19 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Title Defect*

Price: Partner:

Santa Fe River-Smith

ACRES: **40** Type: **Fee**

SFR20 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price. Access issue*

Price: Partner:

Santa Fe River-Zinn

ACRES: **41** Type: **Conservation Easement**

SFR17 SITE SCORE: **5.07** Environmental/Social Subscore: **2.80** Management/Acquisition Subscore: **2.27**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Zinn%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Humphrey Tract

ACRES: **10** Type: **Conservation Easement**

BAT01 SITE SCORE: **6.22** Environmental/Social Subscore: **4.00** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/BAT%20REPA.pdf

REPA SCORE: 6.22 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/BAT%20REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Section 11-Brennan

ACRES: **40** Type: **Conservation Easement**

WAT04 SITE SCORE: **7.22** Environmental/Social Subscore: **4.33** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Section 11-Elliott

ACRES: **40** Type: **Conservation Easement**

WAT05 SITE SCORE: **7.13** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **3.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Section 11-Howell

ACRES: **35** Type: **Conservation Easement**

WAT02 SITE SCORE: **7.47** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **3.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Section 11-Howell

ACRES: **1** Type: **Conservation Easement**

WAT09 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Section 11-Warny

ACRES: **80** Type: **Conservation Easement**

WAT06 SITE SCORE: **7.42** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Note: This Report does not include conserved sites. Report is sorted by Status-Project-Element

Note: No Element score is reported when site evaluation was not performed. An Element is a complete ownership within a project and is considered one deal

Note: REPA is the Rapid Ecological Project Assessment, whihc is the macro boundary containing many individual ownerships (Elements)

Note: Partnerships Acq = Acquisition; Stwd = Stewardship

October 25, 2011 Regular BoCC Meeting
Agenda Item #23

Title
FDEP Hazardous Waste Cooperative Agreements and Interfund Loan (Amended)

Amount
$176,836.00

Description
Request Approval of the FDEP Hazardous Waste Cooperative Agreements and Interfund Loan

Recommendation
Approve FDEP Agreement No. S0548, S0549, S0550, S0551, S0552, S0553, S0554 and S0555 and an Interfund Loan in the amount of $176,836 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. S0548 2. FDEP Agreement No. S0549 3. FDEP Agreement No. S0550 4. FDEP Agreement No. S0551 5. FDEP Agreement No. S0552 6. FDEP Agreement No. S0553 7. FDEP Agreement No. S0554 8. FDEP Agreement No. S0555

Documents Requiring Action
1. FDEP Agreement No. S0548; 2. FDEP Agreement No. S0549; 3. FDEP Agreement No. S0550; 4. FDEP Agreement No. S0551; 5. FDEP Agreement No. S0552; 6. FDEP Agreement No. S0553; 7. FDEP Agreement No. S0554; 8. FDEP Agreement No. S0555

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 $176,836 from the Solid Waste Fund to the FDEP Hazardous Waste Coop Fund.

Background
Over the past 17 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 $138,000 ($58,000 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 Hazardous Waste program costs that would otherwise have to be provided by the Solid Waste Enterprise Fund. Total anticipated cost (and reimbursement amount) is $176,836. An Interfund Loan in the amount of $176,836 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, 2012.

Issues
Due to the State of Florida's continuing fiscal challenges, this fiscal year may be the last year that Alachua County receives these state grant funds. For the past three years, this state grant program has provided Alachua County a net $80,000 annually to offset the total costs of operating the County's Hazardous Waste Collection program.

Fiscal Recommendation
Approve FDEP Agreements and Interfund Loan; Alachua County receives $176,836 reimbursement; Interfund Loan will be repaid by September 30, 2012.

Fiscal Alternative(s)
None

Funding Sources
FDEP and Solid Waste Fund

Account Code(s)
236-0000-207.30-00

Attachment: FDEP Haz Waste Bradford S0549 Final.pdf
Attachment: FDEP Haz Waste Dixie S0551 Final.pdf
Attachment: FDEP Haz Waste Columbia S0550 Final.pdf
Attachment: FDEP Haz Waste Gilchrist S0552 Final.pdf
Attachment: FDEP Haz Waste Layfette S0553 Final.pdf
Attachment: FDEP Haz Waste Nassau S0554 Final.pdf
Attachment: FDEP Haz Waste Union S0555 Final.pdf
Attachment: FDEP Haz Waste Baker S0548 Final.pdf

DEP AGREEMENT NO. S0548

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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 $4,500 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 $14,500. Expenditures for any work done prior to July 1, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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: _____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

Task 1 Maximum Cost: $4,500

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0548

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	37.007	Cooperative Collection Center Grant	$14,500.00	050840

Total Award	$14,500.00	

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.

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

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

(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. S0549

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0549

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

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

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

_____
Witness to Mr. Reid

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

DEP AGREEMENT NO. S0550

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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 $12,000 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 $22,000. Expenditures for any work done prior to July 1, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

Task 1 Maximum Cost: $12,000

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0550

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	37.007	Cooperative Collection Center Grant	$22,000.00	050840

Total Award	$22,000.00	

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.

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

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. S0551

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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 $7,000 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 $17,000. Expenditures for any work done prior to July 1, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

Task 1 Maximum Cost: $7,000

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0551
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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	37.007	Cooperative Collection Center Grant	$17,000.00	050840

Total Award	$17,000.00	

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.

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

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 (SEAL) DIXIE COUNTY, FLORIDA

_____
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. S0552

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0552

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

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.

ATTACHMENT G

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. S0553

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0553

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

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: _____
Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

DEP AGREEMENT NO. S0554

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0554
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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

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. S0555

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0555
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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

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. S0555

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0555

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

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

(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
ARSWA SECRETARY/TREASURER
Title
JULIE B. COMBS
Print Name

28a

DEP AGREEMENT NO. S0548

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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 $4,500 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 $14,500. Expenditures for any work done prior to July 1, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:

_____
J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

Task 1 Maximum Cost: $4,500

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0548

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	37.007	Cooperative Collection Center Grant	$14,500.00	050840
				Total Award	$14,500.00	

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.

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

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

(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. S0549

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. İnterest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:

_____
J. K. IRBY, CLERK

APPROVED AS TO FORM

_____
ALACHUA COUNTY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

Johanna Poston
Johanna Poston, DEP Grant Manager

R. Sketton
DEP Contracts Administrator

Approved as to form and legality:

Marcia G
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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0549

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

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

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

_____
Witness to Mr. Reid

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

28c

DEP AGREEMENT NO. S0550

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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 $12,000 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 $22,000. Expenditures for any work done prior to July 1, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:

J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

Task 1 Maximum Cost: $12,000

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0550

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	37.007	Cooperative Collection Center Grant	$22,000.00	050840

Total Award	$22,000.00

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.

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

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. S0551

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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 $7,000 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 $17,000. Expenditures for any work done prior to July 1, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

ATTEST:

_____
J. K. IRBY, CLERK

Johanna Poston, DEP Grant Manager

DEP Contracts Administrator

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

Task 1 Maximum Cost: $7,000

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0551

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	37.007	Cooperative Collection Center Grant	$17,000.00	050840

Total Award	$17,000.00	

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.

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

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 (SEAL) DIXIE COUNTY, FLORIDA

_____
Witness to Mr. Reid

ALACHUA COUNTY, FLORIDA

BY: _____
for Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

28e

DEP AGREEMENT NO. S0552

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:

J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

Johanna Poston
Johanna Poston, DEP Grant Manager

D. Stetler
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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0552
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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

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.

ATTACHMENT G

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. S0553

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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 PINKOSTON, CHAIR

Date:_____

ATTEST:

J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

Johanna Poston
Johanna Poston, DEP Grant Manager

D. 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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0553
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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

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: _____
Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

DEP AGREEMENT NO. S0554

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:

_____
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

Johanna Poston, DEP Grant Manager

D. Shelton
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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0554
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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

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:

John A. Crawford, Jr. Ex Officio Clerk
By: Consuel Arthur, DC

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. S0555

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1703E OF THE 2011-2012 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, 408 West University Avenue, Suite 106, 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, 2012, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2011 through the completion date identified. All services shall be completed no later than June 12, 2012. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2012, 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, 2011 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, 2012.

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 - The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

6. Capital Outlay for Equipment - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

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.

D. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for

one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. 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

17. The Grantee's Grant Manager for this Agreement is identified below.

Kurt Seaburg
Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
Phone No.: (352) 334-0442
Fax No.: (352) 334-0442
Email: kurt@alachuacounty.us

18. 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.

19. 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.

20. 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.

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:_____

ATTEST:

J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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	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 G**), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment G, 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, 2012.

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 G**, 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, 2012.

    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, 2012.

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, 2011 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, 2012.

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
   - advertising

B. 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. Public Education on proper hazardous waste management.
   - Developing and distributing educational and public awareness materials.

B. Advertising and sponsoring a hazardous waste collection.

C. Operation costs (local training, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.

D. Operation costs (local training) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).

E. 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.: S0555

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	**$N/A**	**$N/A**
Host County Allocation	*Up to $10K/county*	
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies/Other Expenses	**$**	**$**
Travel (if authorized)	**$N/A**	**$N/A**
Equipment	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**
AGREEMENT AMOUNT	**$**	
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 1703E	FY2011-2012	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.

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

**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

(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

October 25, 2011 Regular BoCC Meeting
Agenda Item #25

Title
FY11 Comprehensive Capital Improvement Program's 4th Quarter Report (Amended)

Amount
N/A

Description
Request Acceptance of the FY11 Comprehensive Capital Improvement Program 4th Quarter Report

Recommendation
Accept the FY11 Comprehensive Capital Improvement Program's 4th Quarter Report and amend the CCIP as appropriate

Alternative(s)
Do not accept the report and advise staff

Requested By
E. John Brower

Originating Department
Office of Management and Budget

Attachment(s) Description
The FY11 Comprehensive Capital Improvement Program 4th Quarter Report

Documents Requiring Action
The FY11 Comprehensive Capital Improvement Program 4th Quarter Report

Executive Summary
The Board's Financial Policies require a Comprehensive Capital Improvement Program (CCIP) quarterly report be presented to update the Commission and community on one of the larger portions of County Budget. Each quarter the County's CCIP divisions submit project highlights that occurred in the previous quarter along with new capital preservation and emergency projects that the Board needs to add to the Amended CCIP (non-capital preservation/emergency projects still require Board approval prior to project start). Additionally, any projects that were completed during the previous quarter are listed. Also included is a list of all active and past projects (past 3 fiscal year actual expenditures, current year budgets and year-to-date actual expenditures, and next fiscal year proposed budget if applicable).

Background
In FY10 the Board approved the use of Capital Preservation Funds in an effort to increase flexibility in addressing the County's infrastructure needs. The funds allowed for capital preservation projects to move forward without delay in order to minimize further degredation of the County's Facilities. To address the Board's desire to maintain critical oversight and control over the CCIP, they mandated that a quarterly report be presented to list any of these projects along with any emergency projects that may have been addressed in order to be included into the County's Amended CCIP. In order to create a more robust report to inform the Board of the entire CCIP, an Expenditure History Report has been created illustrating by Fund, County Division, and Project Name every project with activity in the past three fiscal years.

Issues
Projects listed in the Consolidated CIP Division Report under "Projects Added" are being requested by the divisions to be added to the Amended CIP.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: Binder FY11 CCIP Q4 Report.pdf

26

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA	*Director*
Kent Cichon	*Sr. Financial Management Analyst*
John D. Johnson	*Grants/Contracts Administrator*
Donna Bradbrook, SPHR	*Strategic Performance Manager*

October 12, 2011

M E M O R A N D U M

To: Randall Reid, County Manager

Via: Suzanne Gable, Director SG

From: E. John Brower, Management Analyst EJB

Subject: Capital Improvement Program (CIP) FY11 4th Quarter Report

As required by the Board's Financial Policies, please find the most recent CIP Quarterly Report for submission to you and the Board for review. This comprehensive report is provided to update stakeholders on the status of all projects since the previous report; including new capital preservation and emergency projects added (non-capital preservation and non-emergency projects still require Board approval prior to project start), major project advances, and project closures. The "Capital Project Managers" (CPM) are also given an opportunity to submit quarterly highlights to showcase some of the ongoing projects around the County.

Also included is a complete report listing all projects with expenditure history the last three fiscal years.

Supplemental reports include two Transportation breakouts. Transportation projects are accounted for differently than other projects which cause them to show as one total amount on the main report. In order to provide the appropriate amount of detail, the supplemental reports break down the transportation projects in two ways; the first by fund then project showing the specific funding source and the second by project only showing the project's total expenditure since some span multiple funds.

Please do not hesitate to contact me with any questions or concerns.

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

Consolidated Division

CIP Report

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
4th Quarter

Facilities

Highlights

Project	Description
ACSO Jail Roof/HVAC	• Issued Notice to Proceed and contractor mobilized on project in September 2011 • Underground utility line location is in progress • Request for Proposal for Engineering of Record due October 11, oral presentations October 19. • Long lead items such as chillers and piping systems have been ordered
ACSO Jail Window Replacement	• Notice to Proceed was issued March 2011 • Phase I completed October 2011 • Phase IB estimated completion March 2012 • Phase II estimated completion June 2012
Animal Services Renovations	• Notice to Proceed was issued in August 2011 • All demolition is complete in the lobby and animal adoption area • Owner direct purchases of approximately $250,000 have been processed

Projects Added

Project	Description	Budget
None		

Projects Completed

Project	Description	Budget	Cost
None			

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
4th Quarter

Transportation

Highlights

Project	Description
CR 231	Phase 1 completed a mill and resurface current roadway using annual contracts and Public Works support for MOT and shoulder work. Phase 2 - Will consist of adding 4' paved shoulder (painted for a bicycle lane), necessary drainage structure extensions and/or replacements, guardrail installations where required. The construction plans will be ready January 2012 to go to bid.
CR 325	Milling and resurfacing of CR 325 from CR 346 to US 301 with the construction of 2-ft paved shoulders. This work also involved installation of guardrail and replacement of cross drains. The total length of the project is 8 miles. The project is substantially complete and is expected to be closed out by November 2011.
Gainesville Golf and Country Club/Prairie View Special Assessment District	Resurfacing of the Gainesville Golf and Country Club and Prairie View Subdivisions. This project is being funded through a special assessment with the property owners and the Country Club. The project is approximately 3 miles in length. This project is substantially complete and is expected to be closed out by November 2011.
SW 1st Place Multi-Use Path	This project is on the Bike/Ped Project list and was approved for construction by the BOCC at the evening porton of the August 13, 2011 meeting. Construction of the 8' wide multi-use path commenced September 26, 2011. The project is substantially completed and is expected to be closed out November 2011.

Projects Added

Project	Description	Budget
None		

Projects Completed

Project	Description	Budget	Cost
None			

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
4th Quarter

Technology

Highlights

Project	Description
None	

Projects Added

Project	Description	Budget
HTE Upgrade - OneSolution	The County's current financial system, H.T.E., is 18+ years old. The support for the hardware it resides on will be phased out in the next few years. On August 23, 2011, the Board approved an agreement negotiated with SunGard Public Sector to migrate from H.T.E. to their new financial system called ONESolution and established a budget for this project. The ONESolution agreement includes project management, conversion costs, license fees, training costs, tech support, configuration mapping, and hardware costs. Funding for this project includes $233,267 appropriated from unallocated Capital Project Funds and $36,800 cost sharing contribution from the Library District.	$ 270,067

Projects Completed

Project	Description	Budget	Cost
Storage Area Network (SAN) Upgrade	The Storage Area Network (SAN) provides data storage capacity for County systems and infrastructure for business continuity in case of emergencies or natural disasters. During the last 18 months, the disk storage requirements for all applications in use by Alachua County have increased exponentially. Additional disk space in the SAN is needed to provide enough data storage to keep up with the storage demands and to offer data replication and disaster recovery between the main computer room at Wilson building and the Emergency Operations Center computer room. Phase 1 of the expansion of storage capacity for the SAN was completed.	$ 224,532	$ 218,515
Storage Area Network (SAN) Upgrade	The ITS Tech Fund received General Fund Reserves to purchase storage capacity for Phase 2 of the County SAN equipment and expansion of the Disaster Recovery System for the County's data network. A major upgrade of hardware and software is needed to develop a consolidated data backup system to minimize system recovery time following a network failure of the enterprise and departmental applications used by County BOCC agencies. Total cost of the project will be $204,900 with ITS contributing $74,500 from the remaining funds in the ITS Technology Investment accounts, resulting in $130,400 in additional funds from reserves. This hardware, software and additional storage capacity is necessary to maintain a level of redundancy for disaster recovery as well as provide disk capacity for existing and new applications, virtual desktop and server deployments. Recent SAN system failures have placed the County's data infrastructure recovery capabilities under severe stress. The network failures exposed weaknesses in the SAN / Disaster Recovery infrastructure and the urgency to resolve this problem to prevent future incidents from occurring. Replaced batteries incorporated with the SAN backup system equipment at the Emergency Operations Center in June 2011 Phase 2 of the expansion of storage capacity for the SAN was completed.	$ 130,400	$ 132,397

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
4th Quarter

Parks

Highlights

Project	Description
Poe Springs Retaining Wall	Bids advertised. Mandatory pre-bid meeting held on September 15, 2011. Bid opening October 12, 2011.
Kanapaha Park Community Center	Construction documents completed, bids received, ground breaking ceremony scheduled for October 4, 2011. Project cost approximately $1.8 million. • Site work began October 5, 2011 • Estimated project completion date April 12, 2012

Projects Added

Project	Description	Budget
None		

Projects Completed

Project	Description	Budget	Cost
None			

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
4th Quarter

Alachua County Forever

Highlights

Project	Description
BoCC added the Barr Hammock - Chitty Ranch to the Active Acquisition List 9/27/2011	294 acres adjacent to Barr Hammock ACF Preserve.

Projects Added

Project	Description	Budget
BoCC added the Barr Hammock - Chitty Ranch to the Active Acquisition List 9/27/2011	Parcels 16369-000-000, 16352-000-000, 16352-004-000, 16347-000-000, totaling 294 acres. If a contract is successfully negotiated, funding eligible from Wild Spaces and Public Places Surtax	$ 531,000

Projects Completed

Project	Description	Budget	Cost
None			

Comprehensive GovMax

CIP Report

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
037 State Court Facilities Capital Preservation (FS 318.18)												
3199 Court Related - CP												
3110 Facilities Statute 318.18	0	0	-	0	-	605,000	-	0	0	-	0	100.0
3119 Courtroom Renovation	0	0	-	0	-	0	-	82,139	74,078	90.2	0	-
3149 Court Security Project	0	0	-	0	-	40,000	-	41,322	28,847	69.8	40,000	-
9900 Capital Projects - Unallocated	0	0	-	0	-	0	-	605,000	0	-	605,000	-
3199 Court Related - CP	0	0	-	0	-	645,000	-	**728,461**	**102,926**	**14.1**	**645,000**	-
3399 Court Administrator - CP												
3350 Court Administration - Capital	0	0	-	0	-	65,000	-	157,417	52,436	33.3	65,000	-
3450 State Attorney - Capital Preservation	0	0	-	0	-	30,000	-	124,759	19,798	15.9	30,000	-
3399 Court Administrator - CP	0	0	-	0	-	95,000	-	**282,176**	**72,234**	**25.6**	**95,000**	-
3499 State Attorney - CP												
3451 State Attorney - Window Replace &	0	0	-	0	-	0	-	14,723	14,723	100.0	0	-
3499 State Attorney - CP	0	0	-	0	-	0	-	**14,723**	**14,723**	**100.0**	**0**	-
3599 Public Defender - CP												
3550 Public Defender - Capital Preservation	0	0	-	0	-	30,000	-	104,667	2,149	2.1	30,000	-
3551 Public Defender - Window Replace &	0	0	-	0	-	0	-	17,840	17,840	100.0	0	-
3599 Public Defender - CP	0	0	-	0	-	30,000	-	**122,507**	**19,989**	**16.3**	**30,000**	-
3799 Courts & Corrections - CP												
3750 Clerk of Courts - Capital Preservation	0	0	-	0	-	30,000	-	76,521	6,320	8.3	30,000	-
3799 Courts & Corrections - CP	0	0	-	0	-	30,000	-	**76,521**	**6,320**	**8.3**	**30,000**	-
037 State Court Facilities Capital Preservation	0	0	-	0	-	800,000	-	**1,224,388**	**216,192**	**17.7**	**800,000**	-
200 General Facilities Capital Preservation												
1399 Tax Collector - CP												
1305 Tax Collector Admin Bldg Renovation	0	0	-	0	-	0	-	79,172	79,172	100.0	0	-
1306 Tax Collector Renovation	0	0	-	0	-	0	-	45,000	42,947	95.4	0	-
1399 Tax Collector - CP	0	0	-	0	-	0	-	**124,172**	**122,119**	**98.3**	**0**	-
1790 County Manager - CP												
1761 Powerline & Light Management Control	0	0	-	506	-	0	100.0	118,460	118,459	100.0	0	-
1790 County Manager - CP	0	0	-	506	-	0	**100.0**	**118,460**	**118,459**	**100.0**	**0**	-
1890 Admin Services - Admin - CP												
1822 Emergency - Replace Force Main	0	0	-	21,822	-	0	100.0	0	0	-	0	-
1890 Admin Services - Admin - CP	0	0	-	21,822	-	0	**100.0**	**0**	**0**	-	**0**	-
1892 Facilities - CP												
1878 Facilities Maintenance Warehouse	0	0	-	0	-	0	-	8,258	8,258	100.0	200,000	-
1879 Re-seal & Paint State Attorn, Pub Def, &	0	0	-	0	-	0	-	0	0	-	341,120	-
1892 Facilities - CP	0	0	-	0	-	0	-	**8,258**	**8,258**	**100.0**	**541,120**	-
2990 CSS - Admin - CP												
2986 Comm Supp Serv/Health Dept Replace	0	0	-	0	-	0	-	0	0	-	45,000	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
200 General Facilities Capital Preservation												
2990 CSS - Admin - CP	0	0	-	0	-	0	-	**0**	**0**	-	**45,000**	-
3299 Jail - CP												
3211 ACSO Jail Server Room HVAC	0	0	-	0	-	0	-	37,201	37,201	100.0	0	-
3265 ACSO - Jail Loading Dock Lift	0	0	-	56,094	-	0	100.0	0	0	-	0	-
3266 Jail IPS Generator Switchboard Repair	0	0	-	0	-	0	-	28,682	28,682	100.0	0	-
3267 Jail Showers Tile Repair	0	0	-	0	-	0	-	100,000	99,661	99.7	0	-
3299 Jail - CP	0	0	-	56,094	-	0	**100.0**	**165,883**	**165,544**	**99.8**	**0**	-
6598 Comprehensive Planning - CP												
6508 Emergency Annex Bldg Envelope	0	0	-	30,059	-	0	100.0	0	0	-	0	-
6598 Comprehensive Planning - CP	0	0	-	30,059	-	0	**100.0**	**0**	**0**	-	**0**	-
7197 Law Enforcement - CP												
7156 ASO - Emergency HQ HVAC Duct	0	0	-	38,594	-	0	100.0	0	0	-	0	-
7197 Law Enforcement - CP	0	0	-	38,594	-	0	**100.0**	**0**	**0**	-	**0**	-
7198 Sheriff Communications - CP												
7158 ACSO HQ and CCC Window Shutter	0	0	-	251	-	0	100.0	146,583	146,582	100.0	0	-
7198 Sheriff Communications - CP	0	0	-	251	-	0	**100.0**	**146,583**	**146,582**	**100.0**	**0**	-
9900 Capital Projects												
9900 Capital Projects - Unallocated	0	0	-	0	-	250,000	-	80,262	0	-	42,760	-82.9
9900 Capital Projects	0	0	-	0	-	250,000	-	**80,262**	**0**	-	**42,760**	**-82.9**
200 General Facilities Capital Preservation	0	0	-	147,325	-	250,000	**69.7**	**643,618**	**560,963**	**87.2**	**628,880**	**151.6**
210 Utility Savings Reinvestment Program												
9900 Capital Projects												
9900 Capital Projects - Unallocated	0	0	-	0	-	78,000	-	104,615	0	-	78,000	-
9900 Capital Projects	0	0	-	0	-	78,000	-	**104,615**	**0**	-	**78,000**	-
210 Utility Savings Reinvestment Program	0	0	-	0	-	78,000	-	**104,615**	**0**	-	**78,000**	-
300 Capital Projects-General												
0000 County-Wide Activities												
0000 Non-Departmental	781,984	1,278,112	63.4	1,628,112	27.4	1,278,112	-21.5	1,601,344	1,601,344	100.0	1,276,088	-0.2
0000 County-Wide Activities	781,984	1,278,112	63.4	1,628,112	27.4	1,278,112	**-21.5**	**1,601,344**	**1,601,344**	**100.0**	**1,276,088**	**-0.2**
0440 Reserves												
0000 Non-Departmental	0	0	-	0	-	0	-	378,317	0	-	0	-
0440 Reserves	0	0	-	0	-	0	-	**378,317**	**0**	-	**0**	-
1299 Supervisor of Elections - CP												
1203 SOE Modular Building	0	0	-	125,753	-	0	100.0	0	0	-	0	-
1204 SOE Warehouse Roof Replace	0	0	-	0	-	156,240	-	21,404	21,403	100.0	0	100.0
1299 Supervisor of Elections - CP	0	0	-	125,753	-	156,240	**24.2**	**21,404**	**21,403**	**100.0**	**0**	**100.0**
1399 Tax Collector - CP												

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
300 Capital Projects-General												
1399 Tax Collector - CP												
1301 Tag Agency 34th St Roof Repla Int & Ext	0	0	-	0	-	84,630	-	84,630	2,534	3.0	0	100.0
1399 Tax Collector - CP	0	0	-	0	-	84,630	-	**84,630**	**2,534**	**3.0**	**0**	**100.0**
1698 Information Services - CP												
1604 ITS Carpet Repl & Paint	2,577	0	100.0	0	-	0	-	0	0	-	0	-
1605 ITS 2nd Floor Remodel	2,437	0	100.0	0	-	0	-	0	0	-	0	-
1698 Information Services - CP	5,015	0	100.0	0	-	0	-	**0**	**0**	-	**0**	-
1890 Admin Services - Admin - CP												
1819 Emergency Upgrade UPS E-911 (in	0	33,667	-	0	100.0	0	-	0	0	-	0	-
1874 Emergency Admin Bldg Water Intrusion	5,917	0	100.0	0	-	0	-	0	0	-	0	-
1876 Parking Lot Seal & Stripe Group B	0	4,951	-	0	100.0	0	-	0	0	-	0	-
1877 Admin Bldg - Cooling Tower	0	141,685	-	1,521	-98.9	0	100.0	650	650	100.0	0	-
1890 Admin Services - Admin - CP	5,917	180,303	2,947.2	1,521	-99.2	0	**100.0**	**650**	**650**	**100.0**	**0**	-
1892 Facilities - CP												
1816 Utilities	17,339	1,268	-92.7	0	100.0	0	-	0	0	-	0	-
1818 Administrative Services - Annual Roof	0	32,550	-	0	100.0	0	-	0	0	-	0	-
1859 Admin Building Fire Alarm	3,057	12,980	324.6	0	100.0	0	-	0	0	-	0	-
1865 Downtown Master Space Needs	17,425	0	100.0	0	-	0	-	0	0	-	0	-
1866 ADM BLDG-HVAC Renovation	11,724	415,742	3,446.1	84,925	-79.6	0	100.0	30,398	30,397	100.0	0	-
1867 BLDG CONTROLS UPGRD-PH 1	78,246	75,956	-2.9	0	100.0	0	-	0	0	-	0	-
1868 Farmers Market - Metal Roof	16,280	0	100.0	0	-	0	-	0	0	-	0	-
1869 Farmers Market - Building Additions	7,636	267,353	3,401.1	0	100.0	0	-	0	0	-	0	-
1871 ADM BLDG - SOE Renovations	6,802	0	100.0	0	-	0	-	0	0	-	0	-
1872 City Buildings - Restrm Renov-I	0	144,859	-	11,295	-92.2	0	100.0	0	0	-	0	-
1873 Administrative Services - Auto Building	7,400	135,019	1,724.6	30,118	-77.7	0	100.0	10,614	10,613	100.0	0	-
1892 Facilities - CP	165,909	1,085,728	554.4	126,338	-88.4	0	**100.0**	**41,012**	**41,010**	**100.0**	**0**	-
2599 Animal Services - CP												
2502 Door Replacement	6,609	0	100.0	0	-	0	-	0	0	-	0	-
2505 Parking/Incinerator Improvement	3,816	0	100.0	0	-	0	-	0	0	-	0	-
2506 Space Needs Study	5,376	0	100.0	0	-	0	-	0	0	-	0	-
2507 Animal Services Fire Alarm Upgrade	22,113	5,378	-75.7	0	100.0	0	-	0	0	-	0	-
2508 Public Works Generators	85,573	0	100.0	0	-	0	-	0	0	-	0	-
2599 Animal Services - CP	123,487	5,378	-95.6	0	100.0	0	-	**0**	**0**	-	**0**	-
2990 CSS - Admin - CP												
2982 CSS - Parking Lot Expansion	2,737	0	100.0	72,502	-	0	100.0	0	0	-	0	-
2983 CSS - Fans/ Motors/Pumps FY07	6,400	0	100.0	0	-	0	-	0	0	-	0	-
2984 Emergency Lightning Protection on the	0	59,938	-	0	100.0	0	-	0	0	-	0	-
2990 CSS - Admin - CP	9,137	59,938	556.0	72,502	21.0	0	**100.0**	**0**	**0**	-	**0**	-
2991 Ag Extension - CP												
2921 CSS - AG Center & CCC Carport	21,603	0	100.0	0	-	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
300 Capital Projects-General												
2991 Ag Extension - CP												
2981 Agriculture Center Fire Alarm Upgrade	14,742	99	-99.3	0	100.0	0	-	0	0	-	0	-
2991 Ag Extension - CP	36,345	99	-99.7	0	100.0	0	-	**0**	**0**	-	**0**	-
3199 Court Related - CP												
3117 Civil Courthouse HVAC Renovation	0	0	-	0	-	0	-	0	0	-	650,000	-
3199 Court Related - CP	0	0	-	0	-	0	-	**0**	**0**	-	**650,000**	-
3299 Jail - CP												
3201 HVAC Renovation & Repl	97,669	12,946	-86.7	0	100.0	0	-	0	0	-	0	-
3203 Sheriff-Jail Security Doors Design &	436	66,703	15,183.8	0	100.0	0	-	0	0	-	0	-
3204 Sheriff-Jail Security Camera	0	279	-	755,371	271,031.0	0	100.0	0	0	-	0	-
3205 Sheriff-Jail Overhead Sally Port Doors	36,411	0	100.0	0	-	0	-	0	0	-	0	-
3206 Sheriff-Jail Muffin Grinders	0	86,529	-	90,408	4.5	0	100.0	0	0	-	0	-
3207 Emergency Jail Infrastructure	103,562	30,121	-70.9	0	100.0	0	-	0	0	-	0	-
3208 ACSO - Jail Kitchen Design & Remodel	0	0	-	49,974	-	0	100.0	115	114	99.5	0	-
3209 ACSO - Jail Kitchen Renovation Phase I	0	0	-	102,577	-	0	100.0	236,946	236,946	100.0	0	-
3212 ACSO Jail Kitchen Renovation Phase II	0	0	-	0	-	400,000	-	400,000	203,216	50.8	0	100.0
3250 Jail Dayroom Modification	123,956	1,095	-99.1	0	100.0	0	-	0	0	-	0	-
3251 Jail Sleep/day Rooms	8,628	0	100.0	0	-	0	-	0	0	-	0	-
3254 ACSO Jail Hot Water Heater	51,110	0	100.0	0	-	0	-	0	0	-	0	-
3261 Jail Window Replacement	0	0	-	34,455	-	0	100.0	1,797,321	555,910	30.9	0	-
3262 Jail Lobby Security Enhancement	0	21,569	-	0	100.0	0	-	0	0	-	0	-
3263 Jail Exterion Paint & Seal	0	13,036	-	0	100.0	0	-	0	0	-	0	-
3264 Jail HVAC Energy Conservation - Phase	0	0	-	0	-	0	-	1,793,932	0	-	0	-
3299 Jail - CP	421,773	232,278	-44.9	1,032,785	344.6	400,000	**-61.3**	**4,228,314**	**996,186**	**23.6**	**0**	**100.0**
3399 Court Administrator - CP												
3335 Civil Crthse- Door & Hard	345	0	100.0	0	-	0	-	0	0	-	0	-
3399 Court Administrator - CP	345	0	100.0	0	-	0	-	**0**	**0**	-	**0**	-
3691 Drug Court - CP												
3652 Wilson Bldg Carpt & Paint	2,826	0	100.0	0	-	0	-	0	0	-	0	-
3655 Aids and Assistance	196,500	0	100.0	0	-	0	-	0	0	-	0	-
3691 Drug Court - CP	199,326	0	100.0	0	-	0	-	**0**	**0**	-	**0**	-
3692 Metamorphosis - CP												
3610 Metamorphosis	19,864	0	100.0	0	-	0	-	0	0	-	0	-
3692 Metamorphosis - CP	19,864	0	100.0	0	-	0	-	**0**	**0**	-	**0**	-
3695 Day Reporting - CP												
3602 Emergency - Wilson Bldg Window &	0	0	-	21,266	-	0	100.0	108,267	544	0.5	0	-
3695 Day Reporting - CP	0	0	-	21,266	-	0	**100.0**	**108,267**	**544**	**0.5**	**0**	-
5493 Fire Rescue Admin - CP												
5401 Emergency Fire Rescue Headquarters	0	68,369	-	0	100.0	0	-	0	0	-	0	-
5452 EMS NW 6th Street Station Design	7,917	6,093	-23.0	0	100.0	0	-	0	0	-	0	-

300 Capital Projects-General

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
5493 Fire Rescue Admin - CP												
5454 Station #25 Grove Park Land Purchase	123,175	39,545	-67.9	0	100.0	0	-	0	0	-	0	-
5481 Fire Rescue Master Plan	148	81,674	55,253.4	0	100.0	0	-	0	0	-	0	-
5482 FRS #16 & 19-paint & Flr	46,904	0	100.0	0	-	0	-	0	0	-	0	-
5483 FRS Hdqtr-Portable Water Sys	29,490	0	100.0	0	-	0	-	0	0	-	0	-
5486 Fire Station 16 Truck Bay Repair	23,550	0	100.0	0	-	0	-	0	0	-	0	-
5487 FRS Jonesville Station	148,732	280,302	88.5	0	100.0	0	-	0	0	-	0	-
5488 EMS Disaster Storage Fairground/Main	77,375	12,800	-83.5	0	100.0	0	-	0	0	-	0	-
5489 ALS Rescue #1 Downtown	0	17,860	-	0	100.0	0	-	0	0	-	0	-
5491 Fire HQ Generator Replacement	0	29,505	-	0	100.0	0	-	0	0	-	0	-
5492 Fire Roll-Up Doors Repair Group B	0	13,195	-	0	100.0	0	-	0	0	-	0	-
5493 Fire Rescue Admin - CP	457,291	549,343	20.1	0	100.0	0	-	**0**	**0**	-	**0**	-
5498 Rescue Medical Services - CP												
5453 Emergency Station #12 Air Quality	17,384	50,788	192.2	0	100.0	0	-	0	0	-	0	-
5498 Rescue Medical Services - CP	17,384	50,788	192.2	0	100.0	0	-	**0**	**0**	-	**0**	-
5593 Environmental - Admin - CP												
5502 Energy & Water Conservation Project	0	35,686	-	0	100.0	0	-	20,825	20,825	100.0	0	-
5593 Environmental - Admin - CP	0	35,686	-	0	100.0	0	-	**20,825**	**20,825**	**100.0**	**0**	-
6598 Comprehensive Planning - CP												
6502 Annex Elevator Modernization	102,760	0	100.0	0	-	0	-	0	0	-	0	-
6504 Annex Building Upgrade Fire Alarm	4,440	0	100.0	0	-	0	-	0	0	-	0	-
6505 Annex Heatpump Replacement	480	49,429	10,188.1	0	100.0	0	-	0	0	-	0	-
6507 Emergency Annex Bldg Re-Roof	0	0	-	0	-	0	-	39,500	6,034	15.3	0	-
6598 Comprehensive Planning - CP	107,681	49,429	-54.1	0	100.0	0	-	**39,500**	**6,034**	**15.3**	**0**	-
7197 Law Enforcement - CP												
7102 Sheriff - ASO HAVAC & Duct Works	69,746	0	100.0	0	-	0	-	0	0	-	0	-
7104 Sheriff - Jail Parking Lot Re-Surface	8,214	0	100.0	0	-	0	-	0	0	-	0	-
7106 Sheriff - CCC/ASO External Paint	160	0	100.0	0	-	0	-	0	0	-	0	-
7107 Sheriff - ASO Headquarters External	658	0	100.0	0	-	0	-	0	0	-	0	-
7108 Sheriff - ASO Fleet Maintenance Facility	18,125	0	100.0	0	-	0	-	0	0	-	0	-
7109 Sheriff - Emergency ACSO Fleet Design	0	44,751	-	84,923	89.8	0	100.0	0	0	-	0	-
7151 Sheriff - ASO Headquarters HVAC	154,880	54,428	-64.9	112,671	107.0	0	100.0	0	0	-	0	-
7153 Sheriff - Purpura Land Purchase	0	180,279	-	0	100.0	0	-	0	0	-	0	-
7154 Headquarter Bldg Foam Re-Roof	0	791	-	215,368	27,118.3	0	100.0	6,672	6,671	100.0	0	-
7197 Law Enforcement - CP	251,782	280,249	11.3	412,962	47.4	0	**100.0**	**6,672**	**6,671**	**100.0**	**0**	-
7198 Sheriff Communications - CP												
7152 Sheriff - Emergency Upgrade UPS CCC	0	53,827	-	35,623	-33.8	0	100.0	0	0	-	0	-
7157 Sheriff Admin Server Rm Fire Supp	0	0	-	15,575	-	0	100.0	76,500	76,500	100.0	0	-
7198 Sheriff Communications - CP	0	53,827	-	51,198	-4.9	0	**100.0**	**76,500**	**76,500**	**100.0**	**0**	-
7699 Waste Management - CP												

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300 Capital Projects-General												
7699 Waste Management - CP												
7622 Emergency Roof Repair at Public Works	28,500	0	100.0	0	-	0	-	0	0	-	0	-
7699 Waste Management - CP	28,500	0	100.0	0	-	0	-	**0**	**0**	-	**0**	-
9900 Capital Projects												
9900 Capital Projects - Unallocated	0	0	-	0	-	0	-	198,415	0	-	276,998	-
9900 Capital Projects	0	0	-	0	-	0	-	**198,415**	**0**	-	**276,998**	-
300 Capital Projects-General	2,631,739	3,861,157	46.7	3,472,437	-10.1	1,918,982	**-44.7**	**6,805,850**	**2,773,700**	**40.8**	**2,203,086**	**14.8**
301 Capital Projects-Public Works												
0000 County-Wide Activities												
4101 Recreation Master Plan	0	0	-	4,200	-	0	100.0	0	0	-	0	-
7912 Road & Bridge / Modular Building	0	0	-	53,595	-	0	100.0	0	0	-	0	-
0000 County-Wide Activities	0	0	-	57,795	-	0	**100.0**	**0**	**0**	-	**0**	-
4199 Parks and Recreation - CP												
4101 Recreation Master Plan	15,245	0	100.0	0	-	0	-	0	0	-	0	-
4199 Parks and Recreation - CP	15,245	0	100.0	0	-	0	-	**0**	**0**	-	**0**	-
7999 Transportation - CP												
7912 Road & Bridge / Modular Building	9,172	237,069	2,484.8	0	100.0	0	-	0	0	-	0	-
7999 Transportation - CP	9,172	237,069	2,484.8	0	100.0	0	-	**0**	**0**	-	**0**	-
301 Capital Projects-Public Works	24,416	237,069	871.0	57,795	-75.6	0	**100.0**	**0**	**0**	-	**0**	-
302 WSPP - Environmentally Sensitive Land												
5599 Land Conservation - CP												
5560 Land Conservation	0	7,000	-	6,426,979	91,714.0	0	100.0	1,559,857	67,125	4.3	0	-
5561 Mill Creek	0	0	-	1,190	-	0	100.0	0	0	-	0	-
5562 Lochloosa Connector	0	10,806	-	25,257	133.7	0	100.0	779,279	751,277	96.4	0	-
5563 Watermelon Pond	0	1,771	-	13,385	655.7	0	100.0	0	5,500	-	0	-
5564 Barr Hammock	0	20,560	-	26,765	30.2	0	100.0	375,456	371,066	98.8	0	-
5569 Austin Cary	0	155,008	-	70	-100.0	0	100.0	0	0	-	0	-
5570 Kanapaha Prairie	0	1,302	-	150	-88.5	0	100.0	0	0	-	0	-
5571 Santa Fe River	0	10,420	-	32,662	213.5	0	100.0	0	18,553	-	0	-
5574 Lake Santa Fe	0	7,918	-	0	100.0	0	-	0	5,505	-	0	-
5576 Lake Forest Creek	0	16,308	-	20,232	24.1	0	100.0	0	12,269	-	0	-
5577 Lochloosa Creek Flatwoods	0	9,618	-	3,139	-67.4	0	100.0	0	0	-	0	-
5579 Paynes Prairie Additions	0	513,044	-	3,984	-99.2	0	100.0	0	0	-	0	-
5580 San Felasco Additions	0	42,264	-	32,466	-23.2	0	100.0	2,793,342	2,353,300	84.2	0	-
5582 Gainesville Archipelago	0	0	-	18,094	-	0	100.0	0	0	-	0	-
5599 Land Conservation - CP	0	796,020	-	6,604,374	729.7	0	**100.0**	**5,507,934**	**3,584,596**	**65.1**	**0**	-
302 WSPP - Environmentally Sensitive Land	0	796,020	-	6,604,374	729.7	0	**100.0**	**5,507,934**	**3,584,596**	**65.1**	**0**	-

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303 WSPP - Parks & Recreation												
4199 Parks and Recreation - CP												
4100 Recreation	0	492	-	0	100.0	0	-	0	0	-	0	-
4122 Kanapaha Park Community Center	0	0	-	0	-	0	-	1,272,558	1,271,608	99.9	0	-
4124 Senior Center Contribution per WSPP	0	0	-	0	-	0	-	1,500,000	0	-	0	-
4199 Parks and Recreation - CP	0	492	-	0	100.0	0	-	**2,772,558**	**1,271,608**	**45.9**	**0**	**-**
303 WSPP - Parks & Recreation	0	492	-	0	100.0	0	-	**2,772,558**	**1,271,608**	**45.9**	**0**	**-**
304 Prairie Bluff/Gainesville CC Special Assessment												
7999 Transportation - CP												
7917 Praire Bluff Paving Assessment	0	0	-	0	-	0	-	71,525	27	-	0	-
7918 Gainesville CC Paving Assessment	0	0	-	0	-	0	-	426,160	4,127	1.0	0	-
7999 Transportation - CP	0	0	-	0	-	0	-	**497,685**	**4,154**	**0.8**	**0**	**-**
304 Prairie Bluff/Gainesville CC Special	0	0	-	0	-	0	-	**497,685**	**4,154**	**0.8**	**0**	**-**
305 ACF 2010 Bond Capital Projects Fund												
5599 Land Conservation - CP												
5560 Land Conservation	0	0	-	0	-	0	-	558,250	0	-	0	-
5599 Land Conservation - CP	0	0	-	0	-	0	-	**558,250**	**0**	**-**	**0**	**-**
305 ACF 2010 Bond Capital Projects Fund	0	0	-	0	-	0	-	**558,250**	**0**	**-**	**0**	**-**
307 Archer Braid Phase II												
7999 Transportation - CP												
7914 Road & Bridge - Transportation Capital	0	0	-	0	-	0	-	150,000	0	-	0	-
7999 Transportation - CP	0	0	-	0	-	0	-	**150,000**	**0**	**-**	**0**	**-**
307 Archer Braid Phase II	0	0	-	0	-	0	-	**150,000**	**0**	**-**	**0**	**-**
318 Parks and Recreation Capital												
0000 County-Wide Activities												
0000 Non-Departmental	847,150	346,020	-59.2	346,020	-	881,250	154.7	881,250	881,250	100.0	0	100.0
9000 35th Street Park	0	50,000	-	0	100.0	0	-	0	0	-	0	-
0000 County-Wide Activities	847,150	396,020	-53.3	346,020	-12.6	881,250	**154.7**	**881,250**	**881,250**	**100.0**	**0**	**100.0**
2990 CSS - Admin - CP												
2985 Southwest Community Resource	0	0	-	0	-	0	-	225,000	130,676	58.1	0	-
2990 CSS - Admin - CP	0	0	-	0	-	0	-	**225,000**	**130,676**	**58.1**	**0**	**-**
4199 Parks and Recreation - CP												
4100 Recreation	0	63,417	-	0	100.0	0	-	0	0	-	13,604	-
4103 SE 35th Street Park Improvements	0	6,393	-	0	100.0	0	-	0	0	-	0	-
4107 Recreation / Monteocha Park Restroom	112,597	94,858	-15.8	0	100.0	0	-	0	0	-	0	-
4108 Recreation / Copeland Park Restroom	102,013	50,226	-50.8	0	100.0	0	-	0	0	-	0	-
4115 Parks & Rec - Kanapha Park Restroom	6,375	17,259	170.7	0	100.0	0	-	0	0	-	0	-

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318 Parks and Recreation Capital												
4199 Parks and Recreation - CP												
4116 Parks & Rec - Poe Springs	0	95,009	-	77,294	-18.6	0	100.0	54,697	13,293	24.3	0	-
4117 Parks & Rec - Owens/Illinois	0	125,378	-	65,492	-47.8	0	100.0	111,381	0	-	0	-
4118 Parks & Rec - MK Rowlings Playground	0	111,778	-	0	100.0	0	-	0	0	-	0	-
4122 Kanapaha Park Community Center	0	0	-	203	-	0	100.0	0	0	-	0	-
4128 Lake Alto Park - RR, Dock, Picnic	0	0	-	0	-	0	-	0	0	-	220,000	-
4129 Jonesville Park - B-Ball Ct, Disc Golf	0	0	-	0	-	0	-	0	0	-	278,396	-
9000 35th Street Park	0	0	-	0	-	0	-	574,624	0	-	0	-
4199 Parks and Recreation - CP	220,984	564,317	155.4	142,989	-74.7	0	**100.0**	**740,702**	**13,293**	**1.8**	**512,000**	**-**
318 Parks and Recreation Capital	1,068,134	960,337	-10.1	489,009	-49.1	881,250	**80.2**	**1,846,952**	**1,025,219**	**55.5**	**512,000**	**-41.9**
319 Campus Development Agreement												
7999 Transportation - CP												
7910 TIP	48,066	134,627	180.1	176,273	30.9	0	100.0	1,960,629	1,030,452	52.6	0	-
7999 Transportation - CP	48,066	134,627	180.1	176,273	30.9	0	**100.0**	**1,960,629**	**1,030,452**	**52.6**	**0**	**-**
319 Campus Development Agreement	48,066	134,627	180.1	176,273	30.9	0	**100.0**	**1,960,629**	**1,030,452**	**52.6**	**0**	**-**
321 Court Space Need-Courtroom Court House												
3199 Court Related - CP												
3111 Court Facility Court Space Needs	26,416	0	100.0	0	-	0	-	0	0	-	0	-
3199 Court Related - CP	26,416	0	100.0	0	-	0	-	**0**	**0**	-	**0**	-
321 Court Space Need-Courtroom Court	26,416	0	100.0	0	-	0	-	**0**	**0**	-	**0**	-
326 Legacy Lands Program												
5599 Land Conservation - CP												
5521 Natural Resources Protect	0	0	-	0	-	0	-	0	0	-	3,000	-
5560 Land Conservation	0	0	-	0	-	0	-	3,153,972	0	-	0	-
5562 Lochloosa Connector	3,431,262	1,436	-100.0	0	100.0	0	-	0	0	-	0	-
5563 Watermelon Pond	39,144	221,563	466.0	0	100.0	0	-	0	0	-	0	-
5564 Barr Hammock	103,647	115,793	11.7	0	100.0	0	-	0	0	-	0	-
5569 Austin Cary	428,705	25,142	-94.1	0	100.0	0	-	0	0	-	0	-
5570 Kanapaha Prairie	718,032	3,376	-99.5	0	100.0	0	-	0	0	-	0	-
5571 Santa Fe River	1,167,940	22,082	-98.1	0	100.0	0	-	0	0	-	0	-
5574 Lake Santa Fe	197,076	11,008	-94.4	0	100.0	0	-	48,019	520	1.1	0	-
5576 Lake Forest Creek	0	3,842	-	0	100.0	0	-	0	0	-	0	-
5577 Lochloosa Creek Flatwoods	11,032	1,244	-88.7	0	100.0	0	-	0	0	-	0	-
5579 Paynes Prairie Additions	3,010	3,697	22.8	0	100.0	0	-	0	0	-	0	-
5580 San Felasco Additions	0	10,143	-	0	100.0	0	-	0	0	-	0	-
5599 Land Conservation - CP	6,099,847	419,326	-93.1	0	100.0	0	-	**3,201,991**	**520**	-	**3,000**	-
326 Legacy Lands Program	6,099,847	419,326	-93.1	0	100.0	0	-	**3,201,991**	**520**	-	**3,000**	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
327 Technology Plan Capital												
0000 County-Wide Activities												
1603 Tech Plan	400,000	0	100.0	0	-	0	-	0	0	-	0	-
0000 County-Wide Activities	400,000	0	100.0	0	-	0	-	0	0	-	0	-
1698 Information Services - CP												
1603 Tech Plan	306,137	34,685	-88.7	0	100.0	0	-	0	0	-	0	-
1606 Court Technology	0	24,000	-	0	100.0	0	-	0	0	-	0	-
1608 Intrusion Prevention System	37,556	0	100.0	0	-	0	-	0	0	-	0	-
1609 Network/Internet Monitor	16,914	0	100.0	0	-	0	-	0	0	-	0	-
1610 Migration-Microsoft Exchange Server	0	1,680	-	0	100.0	0	-	0	0	-	0	-
1611 Cty-Wide Enterprise Projects	0	20,686	-	32,000	54.7	0	100.0	0	0	-	0	-
1612 Stellant Document Management - EDP	5,276	0	100.0	0	-	0	-	0	0	-	0	-
1616 Countywide VOC Projects	0	0	-	7,528	-	0	100.0	0	0	-	0	-
1622 Server Virus & Malware Maintenance	0	26,572	-	89,686	237.5	0	100.0	0	0	-	0	-
1630 SAN Upgrade for all County	0	0	-	82,426	-	200,000	142.6	354,932	350,912	98.9	0	100.0
1631 Internet Connectivity Upgrade	0	0	-	29,697	-	0	100.0	0	0	-	0	-
1632 Collab & Dev Port Svcs	0	0	-	67,360	-	0	100.0	0	0	-	0	-
1633 Barracuda Spyware Software	0	0	-	20,745	-	0	100.0	0	0	-	0	-
1634 HTE Upgrade - OneSolution	0	0	-	0	-	0	-	270,067	63,044	23.3	200,000	-
1698 Information Services - CP	365,882	107,623	-70.6	329,442	206.1	200,000	-39.3	624,999	413,956	66.2	200,000	-
1893 Human Resources - CP												
1802 HTE Module - HR	41,029	0	100.0	0	-	0	-	0	0	-	0	-
1893 Human Resources - CP	41,029	0	100.0	0	-	0	-	0	0	-	0	-
3697 Court Services - Community Services - CP												
3601 Sharepoint Extl Connector	19,975	3,246	-83.8	0	100.0	0	-	0	0	-	0	-
3697 Court Services - Community Services -	19,975	3,246	-83.8	0	100.0	0	-	0	0	-	0	-
5493 Fire Rescue Admin - CP												
5436 Fire Data Collection/GIS	0	0	-	25,500	-	0	100.0	1,000	1,000	100.0	0	-
5493 Fire Rescue Admin - CP	0	0	-	25,500	-	0	100.0	1,000	1,000	100.0	0	-
5593 Environmental - Admin - CP												
5501 EPD Mobile GIS/GPS System	0	19,200	-	4,000	-79.2	0	100.0	0	0	-	0	-
5593 Environmental - Admin - CP	0	19,200	-	4,000	-79.2	0	100.0	0	0	-	0	-
6598 Comprehensive Planning - CP												
6506 Growth Mgmt CD Plus Upgrade	0	5,000	-	0	100.0	0	-	2,500	2,500	100.0	0	-
6598 Comprehensive Planning - CP	0	5,000	-	0	100.0	0	-	2,500	2,500	100.0	0	-
6899 Development Review - CP												
6801 Public Works SANS Deployment	0	72,054	-	0	100.0	0	-	0	0	-	0	-
6899 Development Review - CP	0	72,054	-	0	100.0	0	-	0	0	-	0	-
327 Technology Plan Capital	826,885	207,123	-75.0	358,942	73.3	200,000	-44.3	628,499	417,456	66.4	200,000	-
328 West End Special Assesmnt												

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
328 West End Special Assesmnt												
0000 County-Wide Activities												
9100 Road Construction	0	0	-	92,265	-	0	100.0	0	0	-	0	-
0000 County-Wide Activities	0	0	-	92,265	-	0	**100.0**	**0**	**0**	**-**	**0**	**-**
7999 Transportation - CP												
9100 Road Construction	186	193	3.9	194	0.4	0	100.0	25,739	169	0.7	0	-
7999 Transportation - CP	186	193	3.9	194	0.4	0	**100.0**	**25,739**	**169**	**0.7**	**0**	**-**
328 West End Special Assesmnt	186	193	3.9	92,459	47,776.4	0	**100.0**	**25,739**	**169**	**0.7**	**0**	**-**
329 FDOT County Incentive Grant												
7999 Transportation - CP												
9100 Road Construction	306,720	1,719	-99.4	0	100.0	0	-	0	0	-	0	-
9110 24th/62nd Fdot Cty Incent	13,472	52,071	286.5	1,240	-97.6	0	100.0	41,699	11,241	27.0	0	-
7999 Transportation - CP	320,192	53,790	-83.2	1,240	-97.7	0	**100.0**	**41,699**	**11,241**	**27.0**	**0**	**-**
329 FDOT County Incentive Grant	320,192	53,790	-83.2	1,240	-97.7	0	**100.0**	**41,699**	**11,241**	**27.0**	**0**	**-**
330 Special Assessment NE 132 Avenue												
7999 Transportation - CP												
9100 Road Construction	506	499	-1.4	517	3.6	0	100.0	277,104	500	0.2	0	-
7999 Transportation - CP	506	499	-1.4	517	3.6	0	**100.0**	**277,104**	**500**	**0.2**	**0**	**-**
330 Special Assessment NE 132 Avenue	506	499	-1.4	517	3.6	0	**100.0**	**277,104**	**500**	**0.2**	**0**	**-**
331 ACForever G.O. Bond Capital												
5599 Land Conservation - CP												
5562 Lochloosa Connector	232,511	0	100.0	0	-	0	-	0	0	-	0	-
5563 Watermelon Pond	2,474	0	100.0	0	-	0	-	0	0	-	0	-
5564 Barr Hammock	9,620	0	100.0	0	-	0	-	0	0	-	0	-
5570 Kanapaha Prairie	150	0	100.0	0	-	0	-	0	0	-	0	-
5571 Santa Fe River	87,574	0	100.0	0	-	0	-	0	0	-	0	-
5574 Lake Santa Fe	16,978	0	100.0	0	-	0	-	0	0	-	0	-
5577 Lochloosa Creek Flatwoods	2,474	0	100.0	0	-	0	-	0	0	-	0	-
5579 Paynes Prairie Additions	1,979	0	100.0	0	-	0	-	0	0	-	0	-
5599 Land Conservation - CP	353,761	0	100.0	0	-	0	-	**0**	**0**	**-**	**0**	**-**
331 ACForever G.O. Bond Capital	353,761	0	100.0	0	-	0	-	**0**	**0**	**-**	**0**	**-**
332 Combined Communication Center Capital												
0000 County-Wide Activities												
7160 Sheriff - Sheriff Communication (CCC)	1,024,726	545,312	-46.8	0	100.0	0	-	104,331	80,068	76.7	0	-
0000 County-Wide Activities	1,024,726	545,312	-46.8	0	100.0	0	-	**104,331**	**80,068**	**76.7**	**0**	**-**
332 Combined Communication Center Capital	1,024,726	545,312	-46.8	0	100.0	0	-	**104,331**	**80,068**	**76.7**	**0**	**-**

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333 Scott Phifer House												
6899 Development Review - CP												
7922 Waits House	6,392	0	100.0	0	-	0	-	0	0	-	0	-
6899 Development Review - CP	6,392	0	100.0	0	-	0	-	**0**	**0**	-	**0**	-
333 Scott Phifer House	6,392	0	100.0	0	-	0	-	**0**	**0**	-	**0**	-
334 State Court Facilities Capital (FS 318.18)												
0440 Reserves												
3110 Facilities Statute 318.18	0	0	-	0	-	0	-	674,162	0	-	0	-
0440 Reserves	0	0	-	0	-	0	-	**674,162**	**0**	-	**0**	-
3199 Court Related - CP												
3110 Facilities Statute 318.18	26,491	7,677	-71.0	48,926	537.3	0	100.0	304,593	0	-	0	-
3112 Civil Courthouse Upgrade Fire Alarm	25,310	0	100.0	0	-	0	-	0	0	-	0	-
3113 Maint Street Legal Upgrade Fire Alarm	59	0	100.0	0	-	0	-	0	0	-	0	-
3116 State Attorney Interior Paint	509	0	100.0	0	-	0	-	0	0	-	0	-
3117 Civil Courthouse HVAC Renovation	10,395	0	100.0	255	-	0	100.0	1,087,441	235,297	21.6	0	-
3118 Civil Courthouse Roof Replacement	20,822	169,894	716.0	0	100.0	0	-	0	0	-	0	-
3119 Courtroom Renovation	70,957	73,736	3.9	92,887	26.0	0	100.0	0	0	-	0	-
3121 Renovation Loading Docks/Steps	20,397	1,088	-94.7	0	100.0	0	-	0	0	-	0	-
3122 Drilling for Tech-CJC	2,027	4,906	142.0	0	100.0	0	-	0	0	-	0	-
3127 Eliminate Ductwork Noise-CJC	3,027	0	100.0	0	-	0	-	0	0	-	0	-
3132 Renovate Front/Rear Entrance	13,294	0	100.0	0	-	0	-	0	0	-	0	-
3133 Expand Traffic Bureau-Criminal	0	0	-	23,056	-	0	100.0	0	0	-	0	-
3134 Upgrade Civil Restrooms	0	0	-	50,000	-	0	100.0	0	0	-	0	-
3146 General Court Related Needs	8,500	6,918	-18.6	31,338	353.0	0	100.0	0	0	-	0	-
3147 Chief Judge Public Area	44,224	84,977	92.2	53,694	-36.8	0	100.0	0	0	-	0	-
3148 Clerk Repair and Maintenance	3,535	60,735	1,618.3	84,586	39.3	0	100.0	0	0	-	0	-
3149 Court Security Project	18,587	9,587	-48.4	47,465	395.1	0	100.0	0	0	-	0	-
3151 Public Defender Repair and	0	26,743	-	0	100.0	0	-	0	0	-	0	-
3152 State Attorney Repair and Maintenance	23	25,487	111,685.8	1,481	-94.2	0	100.0	0	0	-	0	-
3153 Civil Courthouse Clerk Carpet	1,245	0	100.0	0	-	0	-	0	0	-	0	-
3154 ADA Compliance Project	0	0	-	0	-	0	-	80,000	0	-	0	-
9900 Capital Projects - Unallocated	0	0	-	0	-	50,000	-	50,000	0	-	50,000	-
3199 Court Related - CP	269,403	471,748	75.1	433,687	-8.1	50,000	**-88.5**	**1,522,034**	**235,297**	**15.5**	**50,000**	-
3399 Court Administrator - CP												
3332 Court Support Svc Buildng	986,630	232,741	-76.4	0	100.0	0	-	30,173	0	-	0	-
3339 Crim Ct Hs Stormwater Sys	0	0	-	0	-	0	-	49,995	0	-	0	-
3340 Fire Alarm and Spraw Systen Upgrade	0	282	-	0	100.0	0	-	399,718	247,214	61.8	0	-
3341 Security System Camera Upgrade and	0	0	-	114,579	-	0	100.0	0	0	-	0	-
3399 Court Administrator - CP	986,630	233,024	-76.4	114,579	-50.8	0	**100.0**	**479,886**	**247,214**	**51.5**	**0**	-
334 State Court Facilities Capital (FS 318.18)	1,256,033	704,772	-43.9	548,266	-22.2	50,000	**-90.9**	**2,676,082**	**482,511**	**18.0**	**50,000**	-

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335 Cox Cable Capital Grants												
0475 Cox Cable												
0475 Cable Franchise Agreement	0	70,680	-	0	100.0	0	-	0	0	-	0	-
0475 Cox Cable	0	70,680	-	0	100.0	0	-	**0**	**0**	-	**0**	-
335 Cox Cable Capital Grants	0	70,680	-	0	100.0	0	-	**0**	**0**	-	**0**	-
336 Impact Fees-NW Transportation District												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	14,303	32,520	127.4	29,874	-8.1	44,877	50.2	44,877	30,956	69.0	43,851	-2.3
6598 Comprehensive Planning - CP	14,303	32,520	127.4	29,874	-8.1	44,877	**50.2**	**44,877**	**30,956**	**69.0**	**43,851**	**-2.3**
7999 Transportation - CP												
7910 TIP	149,872	0	100.0	0	-	241,810	-	3,740,328	0	-	611,149	152.7
7999 Transportation - CP	149,872	0	100.0	0	-	241,810	-	**3,740,328**	**0**	-	**611,149**	**152.7**
336 Impact Fees-NW Transportation District	164,175	32,520	-80.2	29,874	-8.1	286,687	**859.7**	**3,785,205**	**30,956**	**0.8**	**655,000**	**128.5**
337 Impact Fees-SW Transportation District												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	24,314	55,262	127.3	50,777	-8.1	64,092	26.2	64,092	52,608	82.1	62,347	-2.7
6598 Comprehensive Planning - CP	24,314	55,262	127.3	50,777	-8.1	64,092	**26.2**	**64,092**	**52,608**	**82.1**	**62,347**	**-2.7**
7999 Transportation - CP												
7910 TIP	3,710	18,289	393.0	10,617	-41.9	519,033	4,788.6	4,663,209	69,391	1.5	1,242,653	139.4
7999 Transportation - CP	3,710	18,289	393.0	10,617	-41.9	519,033	**4,788.6**	**4,663,209**	**69,391**	**1.5**	**1,242,653**	**139.4**
337 Impact Fees-SW Transportation District	28,024	73,551	162.5	61,394	-16.5	583,125	**849.8**	**4,727,301**	**122,000**	**2.6**	**1,305,000**	**123.8**
338 Impact Fees-East Transportation District												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	1,430	3,192	123.2	2,969	-7.0	11,887	300.4	11,887	3,048	25.6	11,784	-0.9
6598 Comprehensive Planning - CP	1,430	3,192	123.2	2,969	-7.0	11,887	**300.4**	**11,887**	**3,048**	**25.6**	**11,784**	**-0.9**
7999 Transportation - CP												
7910 TIP	163	0	100.0	0	-	56,475	-	1,117,046	0	-	143,216	153.6
7999 Transportation - CP	163	0	100.0	0	-	56,475	-	**1,117,046**	**0**	-	**143,216**	**153.6**
338 Impact Fees-East Transportation District	1,594	3,192	100.3	2,969	-7.0	68,362	**2,202.8**	**1,128,933**	**3,048**	**0.3**	**155,000**	**126.7**
339 Impact Fees-Parks												
4199 Parks and Recreation - CP												
4100 Recreation	134	0	100.0	0	-	203,950	-	166,054	0	-	0	100.0
4114 Recreation / Jonesville Park - Soccer	0	0	-	210,000	-	0	100.0	0	0	-	0	-
4122 Kanapaha Park Community Center	0	0	-	0	-	0	-	598,263	204,352	34.2	0	-
4131 Lake Kanapaha Resourse Based Park	0	0	-	0	-	0	-	0	0	-	95,825	-
4199 Parks and Recreation - CP	134	0	100.0	210,000	-	203,950	**-2.9**	**764,317**	**204,352**	**26.7**	**95,825**	**-53.0**

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339 Impact Fees-Parks												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	4,290	8,675	102.2	8,610	-0.8	12,916	50.0	12,916	8,418	65.2	12,608	-2.4
6598 Comprehensive Planning - CP	4,290	8,675	102.2	8,610	-0.8	12,916	50.0	12,916	8,418	65.2	12,608	-2.4
339 Impact Fees-Parks	4,425	8,675	96.1	218,610	2,419.9	216,866	-0.8	777,233	212,769	27.4	108,433	-50.0
340 Impact Fees-Fire Facilities												
5499 Fire Protection Services - CP												
5480 Fire Protection Services	3,441	49	-98.6	0	100.0	37,397	-	37,397	0	-	213,074	469.8
5487 FRS Jonesville Station	0	381,124	-	0	100.0	0	-	0	0	-	0	-
5499 Fire Protection Services - CP	3,441	381,173	10,977.4	0	100.0	37,397	-	37,397	0	-	213,074	469.8
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	0	6,697	-	6,696	-	11,738	75.3	11,738	6,546	55.8	11,499	-2.0
6598 Comprehensive Planning - CP	0	6,697	-	6,696	-	11,738	75.3	11,738	6,546	55.8	11,499	-2.0
340 Impact Fees-Fire Facilities	3,441	387,870	11,172.0	6,696	-98.3	49,135	633.8	49,135	6,546	13.3	224,573	357.1
341 Transportation Trust Fund												
0000 County-Wide Activities												
7910 TIP	0	516,583	-	0	100.0	0	-	0	0	-	0	-
0000 County-Wide Activities	0	516,583	-	0	100.0	0	-	0	0	-	0	-
7999 Transportation - CP												
7910 TIP	5,775,940	1,556,490	-73.1	213,518	-86.3	130,994	-38.6	959,726	419,735	43.7	129,553	-1.1
7999 Transportation - CP	5,775,940	1,556,490	-73.1	213,518	-86.3	130,994	-38.6	959,726	419,735	43.7	129,553	-1.1
341 Transportation Trust Fund	5,775,940	2,073,073	-64.1	213,518	-89.7	130,994	-38.6	959,726	419,735	43.7	129,553	-1.1
342 Economic Development Capital												
0000 County-Wide Activities												
0000 Non-Departmental	0	0	-	0	-	0	-	1,250,000	1,250,000	100.0	0	-
4501 Economic Development	0	40,000	-	20,000	-50.0	40,000	100.0	40,000	40,000	100.0	40,000	-
0000 County-Wide Activities	0	40,000	-	20,000	-50.0	40,000	100.0	1,290,000	1,290,000	100.0	40,000	-
4598 Economic Development - CP												
4501 Economic Development	187,646	142,037	-24.3	101,712	-28.4	0	100.0	62,950	27,325	43.4	0	-
4502 Fairgrounds Park Initiative	0	0	-	0	-	187,500	-	0	0	-	187,500	-
4503 Industrial Park Development	0	0	-	0	-	180,000	-	0	0	-	180,000	-
4598 Economic Development - CP	187,646	142,037	-24.3	101,712	-28.4	367,500	261.3	62,950	27,325	43.4	367,500	-
342 Economic Development Capital	187,646	182,037	-3.0	121,712	-33.1	407,500	234.8	1,352,950	1,317,325	97.4	407,500	-
344 Alachua County Forever GO Bond, 2nd Issue												
5599 Land Conservation - CP												
5571 Santa Fe River	229,137	0	100.0	0	-	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
344 Alachua County Forever GO Bond, 2nd Issue												
5599 Land Conservation - CP												
5580 San Felasco Additions	0	0	-	0	-	0	-	0	12,599	-	0	-
5582 Gainesville Archipelago	33,599	0	100.0	0	-	0	-	0	0	-	0	-
5583 ACF Acquisitions	0	1,083,640	-	0	100.0	0	-	12,599	0	-	0	-
5599 Land Conservation - CP	262,736	1,083,640	312.4	0	100.0	0	-	**12,599**	**12,599**	**100.0**	**0**	-
344 Alachua County Forever GO Bond, 2nd	262,736	1,083,640	312.4	0	100.0	0	-	**12,599**	**12,599**	**100.0**	**0**	-
345 2006 Gas Tax Revenue Bond Capital												
7999 Transportation - CP												
7910 TIP	6,401,179	2,750,705	-57.0	0	100.0	0	-	0	0	-	0	-
7999 Transportation - CP	6,401,179	2,750,705	-57.0	0	100.0	0	-	**0**	**0**	-	**0**	-
345 2006 Gas Tax Revenue Bond Capital	6,401,179	2,750,705	-57.0	0	100.0	0	-	**0**	**0**	-	**0**	-
346 FRDAP FY06 35th Street Park												
4199 Parks and Recreation - CP												
4103 SE 35th Street Park Improvements	34,702	343,621	890.2	0	100.0	0	-	0	0	-	0	-
4111 Recreation / SE 35th St. Community	0	124,647	-	119,560	-4.1	0	100.0	5,793	0	-	0	-
4199 Parks and Recreation - CP	34,702	468,268	1,249.4	119,560	-74.5	0	**100.0**	**5,793**	**0**	-	**0**	-
346 FRDAP FY06 35th Street Park	34,702	468,268	1,249.4	119,560	-74.5	0	**100.0**	**5,793**	**0**	-	**0**	-
347 Jonesville Park Rotary Donation												
4199 Parks and Recreation - CP												
4105 Recreation / Jonesville Park	150	0	100.0	676,857	-	0	100.0	97,992	15,905	16.2	0	-
4199 Parks and Recreation - CP	150	0	100.0	676,857	-	0	**100.0**	**97,992**	**15,905**	**16.2**	**0**	-
347 Jonesville Park Rotary Donation	150	0	100.0	676,857	-	0	**100.0**	**97,992**	**15,905**	**16.2**	**0**	-
348 2007 Series Public Improvement Revenue Bond												
2599 Animal Services - CP												
2513 Animal Services Renovation	0	0	-	61,812	-	0	100.0	938,188	937,233	99.9	0	-
2599 Animal Services - CP	0	0	-	61,812	-	0	**100.0**	**938,188**	**937,233**	**99.9**	**0**	-
3299 Jail - CP												
3259 Sherrif-Jail Dormitory and Barracks	3,367,888	1,498,023	-55.5	56,599	-96.2	0	100.0	0	0	-	0	-
3260 Sheriff-Jail FPL Water Conservation	911,006	0	100.0	0	-	0	-	0	0	-	0	-
3264 Jail HVAC Energy Conservation - Phase	0	0	-	0	-	0	-	2,190,906	0	-	0	-
3299 Jail - CP	4,278,894	1,498,023	-65.0	56,599	-96.2	0	**100.0**	**2,190,906**	**0**	-	**0**	-
4199 Parks and Recreation - CP												
4109 Recreation / Jonesville Recreation &	189,384	1,549,797	718.3	1,876,263	21.1	0	100.0	0	0	-	0	-
4111 Recreation / SE 35th St. Community	17,036	529,957	3,010.9	50,376	-90.5	0	100.0	0	0	-	0	-
4112 Recreation / San Felasco Park - Nature	44,018	64,052	45.5	33,464	-47.8	0	100.0	0	0	-	0	-
4113 Recreation / Kanapaha Park	149,858	0	100.0	0	-	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
348 2007 Series Public Improvement Revenue Bond												
4199 Parks and Recreation - CP	400,295	2,143,806	435.6	1,960,103	-8.6	0	100.0	0	0	-	0	-
5499 Fire Protection Services - CP												
5487 FRS Jonesville Station	1,455,890	1,443,161	-0.9	1,750	-99.9	0	100.0	0	0	-	0	-
5489 ALS Rescue #1 Downtown	1,185,111	479,989	-59.5	1,750	-99.6	0	100.0	0	0	-	0	-
5499 Fire Protection Services - CP	2,641,001	1,923,150	-27.2	3,500	-99.8	0	100.0	0	0	-	0	-
7999 Transportation - CP												
7910 TIP	160,247	225,079	40.5	2,534,401	1,026.0	0	100.0	180,272	150,837	83.7	0	-
7999 Transportation - CP	160,247	225,079	40.5	2,534,401	1,026.0	0	100.0	180,272	150,837	83.7	0	-
348 2007 Series Public Improvement Revenue	7,480,437	5,790,058	-22.6	4,616,415	-20.3	0	100.0	3,309,366	1,088,069	32.9	0	-
349 FY07 SAFETEA - LU Grant												
7999 Transportation - CP												
7910 TIP	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,147,335	85.6	0	-
7999 Transportation - CP	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,147,335	85.6	0	-
349 FY07 SAFETEA - LU Grant	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,147,335	85.6	0	-
350 1-5 Cent Local Option Gas Tax												
7999 Transportation - CP												
7914 Road & Bridge - Transportation Capital	0	22,292	-	170,823	666.3	273,683	60.2	273,683	128,031	46.8	0	100.0
7915 Road & Bridge - Transportation Capital	115,560	862,527	646.4	1,297,428	50.4	217,494	-83.2	775,405	672,521	86.7	0	100.0
7916 Road & Bridge - Transportation Capital	0	245,105	-	124,790	-49.1	6,500,000	5,108.7	5,883,167	399,093	6.8	0	100.0
7999 Transportation - CP	115,560	1,129,924	877.8	1,593,042	41.0	6,991,177	338.9	6,932,255	1,199,645	17.3	0	100.0
350 1-5 Cent Local Option Gas Tax	115,560	1,129,924	877.8	1,593,042	41.0	6,991,177	338.9	6,932,255	1,199,645	17.3	0	100.0
351 2008 Series Gas Tax Revenue Bond Capital												
7999 Transportation - CP												
7910 TIP	0	2,196,709	-	4,258,366	93.9	0	100.0	12,835,617	7,272,103	56.7	0	-
7999 Transportation - CP	0	2,196,709	-	4,258,366	93.9	0	100.0	12,835,617	7,272,103	56.7	0	-
351 2008 Series Gas Tax Revenue Bond	0	2,196,709	-	4,258,366	93.9	0	100.0	12,835,617	7,272,103	56.7	0	-
352 2008 Series Jail Energy Conservation Project - Phase II												
0000 County-Wide Activities												
3264 Jail HVAC Energy Conservation - Phase	0	199,456	-	309,103	55.0	292,350	-5.4	292,350	292,350	100.0	0	100.0
0000 County-Wide Activities	0	199,456	-	309,103	55.0	292,350	-5.4	292,350	292,350	100.0	0	100.0
3299 Jail - CP												
3264 Jail HVAC Energy Conservation - Phase	0	149,138	-	195,153	30.9	0	100.0	6,753,530	6,329,627	93.7	0	-
3299 Jail - CP	0	149,138	-	195,153	30.9	0	100.0	6,753,530	6,329,627	93.7	0	-
352 2008 Series Jail Energy Conservation	0	348,594	-	504,256	44.7	292,350	-42.0	7,045,880	6,621,977	94.0	0	100.0

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
353 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond - Capital												
7999 Transportation - CP												
7910 TIP	0	0	-	0	-	0	-	9,460,000	2,616,581	27.7	0	-
7999 Transportation - CP	0	0	-	0	-	0	-	**9,460,000**	**2,616,581**	**27.7**	**0**	**-**
353 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond	0	0	-	0	-	0	-	**9,460,000**	**2,616,581**	**27.7**	**0**	**-**
401 Hazardous Waste Management												
5597 Hazardous Waste Collection - CP												
5504 Hazardous Waste Building Expansion	0	0	-	0	-	150,000	-	150,000	82,321	54.9	0	100.0
5597 Hazardous Waste Collection - CP	0	0	-	0	-	150,000	-	**150,000**	**82,321**	**54.9**	**0**	**100.0**
401 Hazardous Waste Management	0	0	-	0	-	150,000	-	**150,000**	**82,321**	**54.9**	**0**	**100.0**
Report Total	34,938,710	25,319,949	-27.5	24,608,694	-2.8	13,354,428	**-45.7**	**87,668,650**	**37,628,266**	**42.9**	**7,460,025**	**-44.1**

Transportation Projects

By Project

99 Capital Projects

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
12-00 Regular Salaries & Wages	92,422	102,959	11.4	141,856	37.8	158,300	11.6	158,300	132,406	83.6	158,300	-
13-00 Other Salaries & Wages	10,339	14,316	38.5	4,930	-65.6	0	100.0	0	60	-	0	-
14-00 Overtime	3,881	7,340	89.1	3,471	-52.7	0	100.0	0	0	-	0	-
21-00 Fica Taxes	7,611	8,788	15.5	10,626	20.9	12,108	13.9	12,108	9,725	80.3	12,108	-
22-00 Retirement Contributions	9,456	11,799	24.8	14,954	26.7	17,050	14.0	17,050	11,729	68.8	8,434	-50.5
22-10 FRS Contingency	0	0	-	0	-	0	-	0	0	-	4,749	-
23-10 Health Insurance	15,515	18,626	20.0	21,390	14.8	23,505	9.9	23,505	14,135	60.1	17,449	-25.8
23-15 Dental Insurance	483	438	-9.1	580	32.2	583	0.6	583	388	66.6	378	-35.2
23-20 Life Insurance	99	134	35.1	212	58.9	304	43.1	304	154	50.6	197	-35.2
23-25 Life Insurance - $10,000	39	39	-0.2	56	43.4	0	100.0	0	46	-	22	-
23-30 Health Insurance - Wellness Reserve	359	137	-61.8	-326	-337.7	0	100.0	0	0	-	0	-
23-35 OPEB Contributions	0	605	-	0	100.0	0	-	0	0	-	0	-
31-00 Professional Services	0	0	-	0	-	0	-	9,600	0	-	0	-
31-80 Prop Appr/tax Coll Fees	692	692	-	711	2.7	0	100.0	9,954	755	7.6	0	-
31-93 Other Professional Services	3,000	6,500	116.7	0	100.0	0	-	0	6,500	-	0	-
34-99 Other Contractual Srvcs	0	0	-	1,691,357	-	0	100.0	0	0	-	0	-
40-11 In County	0	0	-	325	-	0	100.0	0	0	-	0	-
40-12 Out Of County	0	736	-	1,166	58.5	0	100.0	0	1,539	-	0	-
41-62 Postage	18	0	100.0	0	-	0	-	0	0	-	0	-
44-20 Tangible Personal Property	0	300	-	0	100.0	0	-	0	0	-	0	-
46-21 Refurbishment/renovations	525	0	100.0	0	-	0	-	0	0	-	0	-
46-50 Road Maintenance & Repair	0	323,699	-	42,680	-86.8	0	100.0	0	0	-	0	-
47-10 Printing	0	0	-	181	-	0	100.0	0	0	-	0	-
48-30 Public Purpose Activities	0	53	-	0	100.0	0	-	0	0	-	0	-
49-00 Other Curr Chgs & Oblig	0	0	-	0	-	40,000	-	40,000	0	-	38,185	-4.5
49-04 Legal Advertising	959	1,757	83.3	1,447	-17.6	0	100.0	0	0	-	0	-
49-20 Registration Fees	0	350	-	744	112.6	0	100.0	0	0	-	0	-
49-99 Other Current Chgs & Oblig	250	0	100.0	0	-	0	-	0	0	-	0	-
51-10 Office Supplies	0	109	-	134	23.5	0	100.0	0	0	-	0	-
51-20 Equipment < $100/unit	0	65	-	0	100.0	0	-	0	0	-	0	-
51-21 Equip<$750/unit>$100/unit	0	53,326	-	0	100.0	0	-	0	0	-	0	-
51-22 Office Materials & Supplies	222	15,680	6,967.7	0	100.0	0	-	0	0	-	0	-
52-02 Tools/equip >$100<$1000	800	8,890	1,011.2	0	100.0	0	-	0	0	-	0	-
52-37 Software License	0	250	-	0	100.0	0	-	0	0	-	0	-
52-99 Other Operating Supplies	0	1,315	-	5,000	280.2	0	100.0	0	0	-	0	-
54-10 Books	0	359	-	113	-68.6	0	100.0	0	0	-	0	-
54-40 Memberships	0	227	-	234	3.3	0	100.0	0	246	-	0	-
61-10 Land	11,636	34,569	197.1	185	-99.5	0	100.0	0	0	-	0	-
61-20 Land-Professional Service	0	17,337	-	51,500	197.1	0	100.0	0	496,339	-	0	-
61-50 Right-of-Way Land	13,809	49,405	257.8	38,875	-21.3	0	100.0	0	4,000	-	0	-
62-10 Buildings	6,786,216	3,500,771	-48.4	101,974	-97.1	0	100.0	0	900,441	-	0	-
62-20 Buildings-Professional Services	247,357	359,916	45.5	65,312	-81.9	0	100.0	36,188	36,792	101.7	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	1,091,001	-	36,067,679	216,886	0.6	2,004,731	83.8

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
99 Capital Projects												
63-02 Infrastructure - SE 15th St. Path	0	2,500	-	9,299	271.9	0	100.0	0	58,039	-	0	-
63-05 Infrastructure - NW 98th St. Path	0	3,973	-	2,115	-46.8	0	100.0	0	69,892	-	0	-
63-09 Old Bellamy Rd GRIP SG383	0	0	-	0	-	0	-	102,271	168	0.2	0	-
63-10 Infrastructure - Sweetwater Preserve	0	460	-	1,053	129.1	0	100.0	0	0	-	0	-
63-11 Infrastructure/SW8th Ave frm SW 122nd	1,289,217	994,330	-22.9	0	100.0	0	-	0	0	-	0	-
63-13 Infrastructure / 62nd Blvd	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,147,335	85.6	0	-
63-16 SW63B/SW41STERM-GRIP S565	0	0	-	0	-	0	-	12,396	0	-	0	-
63-20 Infrastructure / Tower Road & SW 61st	48,066	131,627	173.8	85,898	-34.7	0	100.0	530,115	530,114	100.0	0	-
63-24 NW 227th Dr - GRIP	0	0	-	208,985	-	0	100.0	0	95,489	-	0	-
63-25 Infrastructure / SW 8th Ave Recreation	89,253	64,510	-27.7	63,259	-1.9	0	100.0	0	0	-	0	-
63-26 Infrastructure - SW 20th (4 Lane Bridge	0	242	-	49,082	20,220.5	0	100.0	226,800	226,800	100.0	0	-
63-27 Infrastructure - Traffice Managment	0	0	-	541,622	-	0	100.0	0	0	-	0	-
63-28 Improvements	538	88,513	16,361.5	212,510	140.1	0	100.0	139,828	253,458	181.3	0	-
63-29 Infrastructure / SW 20th Ave & SW 34th	1,195,701	33	-100.0	0	100.0	0	-	0	0	-	0	-
63-30 Infrastructure / NE 182nd Ave Recon	1,496,053	0	100.0	0	-	0	-	0	0	-	0	-
63-32 Infrastructure / NW CR 236	64,345	81,424	26.5	28,934	-64.5	0	100.0	0	0	-	0	-
63-33 Infrastructure / NW CR 241 FM SR 235	19,928	3,029,812	15,103.8	2,860,634	-5.6	0	100.0	0	1	-	0	-
63-34 Infrastructure / SW 91st St & SR 26	87,690	143,510	63.7	52,890	-63.1	0	100.0	26,809	1,431,074	5,338.0	0	-
63-35 Infrastructure / SW 122nd St & SR 24	18,946	8,648	-54.4	1,234,093	14,170.0	0	100.0	198,944	75,795	38.1	0	-
63-36 Infrastructure / N. Main St & N 8th Ave -	50,942	35,212	-30.9	32,478	-7.8	0	100.0	15,796	1,198,837	7,589.5	0	-
63-37 Infrastructure / Pine Hills Estates	280,313	0	100.0	0	-	0	-	0	0	-	0	-
63-38 Infrastructure / Ft. Clarke Forest	187,831	0	100.0	0	-	0	-	0	0	-	0	-
63-39 SW 175th Ave - GRIP	0	0	-	171	-	0	100.0	0	180,464	-	0	-
63-40 Infrastructure / SW 8th Ave & SW 91st	472	1,663	252.1	4,664	180.5	0	100.0	0	0	-	0	-
63-41 Infrastructure / SW 61st St & SW 24th	63	16,166	25,736.7	5,953	-63.2	0	100.0	69,392	69,391	100.0	0	-
63-43 Infrastructure / SE CR 2082-GRIP	100	144,694	144,594.4	0	100.0	0	-	0	0	-	0	-
63-44 Infrastructure / NW 142nd Ave	1,346	355,377	26,302.5	20,820	-94.1	115,223	453.4	16,250	72,609	446.8	0	100.0
63-45 Infrastructure / SW 63 Blvd-GRIP	100	64,217	64,116.9	0	100.0	102,271	-	0	0	-	0	100.0
63-46 Infrastructure / NW 39th Ave & NW 143rd	147,999	0	100.0	0	-	0	-	0	0	-	0	-
63-47 Infrastructure / NW 93rd Ave-GRIP	111,709	7,446	-93.3	0	100.0	0	-	0	0	-	0	-
63-48 Infrastructure / SE 26th St-GRIP	100	177,041	176,941.3	0	100.0	0	-	0	0	-	0	-
63-49 Infrastructure / SW 85th Ave-GRIP	0	12	-	168,081	364,191.2	0	100.0	0	17,455	-	0	-
63-50 Infrastructure / SE 64th Ln	0	12	-	162,785	320,134.4	0	100.0	0	4,716	-	0	-
63-51 Infrastructure / SW 122nd St-GRIP	0	71,144	-	50,381	-29.2	0	100.0	0	0	-	0	-
63-52 Infrastructure / NW 39th Ave & NW 110th	753,697	387,753	-48.6	0	100.0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 51st St & NW 23rd	683,131	369,744	-45.9	0	100.0	0	-	8,396	8,396	100.0	0	-
63-54 Infrastructure / SR & CR 1474	1,613,081	934,581	-42.1	0	100.0	0	-	0	0	-	0	-
63-57 Infrastructure / SW 15th Ave-GRIP	0	4,151	-	298,031	7,079.9	0	100.0	0	0	-	0	-
63-58 Infrastructure / SW 143rd St-GRIP	0	38,255	-	132,860	247.3	0	100.0	0	0	-	0	-
63-59 Infrastructure / SW 95th Ave-GRIP	0	177	-	221,293	124,924.0	0	100.0	0	0	-	0	-
63-60 Infrastructure / W University Ave	6,172	16,208	162.6	155,166	857.3	0	100.0	0	0	-	0	-
63-61 Infrastructure / SE CR 325 & SE 346	13,274	38,121	187.2	78,271	105.3	0	100.0	14,188	4,341,116	30,597.1	0	-
63-62 Infrastructure / NW 16th Ave	0	245,105	-	80,792	-67.0	6,500,000	7,945.4	5,802,432	114,968	2.0	0	100.0

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
99 Capital Projects												
63-63 SW 63rd Blvd / 62nd Ave	0	0	-	1,721	-	0	100.0	0	208,199	-	0	-
63-64 CR352	0	0	-	117	-	0	100.0	0	0	-	0	-
63-66 CR 231	0	0	-	42,161	-	0	100.0	80,735	2,692,506	3,335.0	0	-
63-67 SW121A - GRIP SEG 316	0	0	-	0	-	0	-	73,255	54,625	74.6	0	-
63-68 NW142A/H41 - 214S - GRIP S362	0	0	-	0	-	0	-	115,223	63,094	54.8	0	-
63-69 NW170St - GRIP - SEG 510	0	0	-	0	-	0	-	81,010	30,653	37.8	0	-
63-73 NW 75th St - GRIP	0	0	-	34,022	-	0	100.0	0	152,544	-	0	-
63-74 Infrastructure / SE 175A - GRIP SEG 513	0	0	-	0	-	0	-	0	705	-	0	-
63-76 Infrastructure / Arredondo Estate Sub	533	0	100.0	0	-	0	-	0	0	-	0	-
63-84 SW 1st Pl - Multi Use Path	0	0	-	3,191	-	0	100.0	0	100	-	0	-
63-89 SW 24th Ave/SW 62nd Blvd	4,677,271	4,386	-99.9	1,240	-71.7	0	100.0	11,242	11,241	100.0	0	-
63-97 Improve Other Than Build	76,055	7,000	-90.8	14,321	104.6	0	100.0	0	0	-	0	-
63-98 Improv Other Than Bldgs	163,090	1,789,923	997.5	1,895,221	5.9	0	100.0	0	4,068	-	0	-
63-99 Infrastructure / Other Infrastructure	0	1,675	-	0	100.0	0	-	0	0	-	0	-
64-20 Heavy Equipment	0	143,668	-	0	100.0	0	-	0	0	-	0	-
64-30 Furniture & Equipment	62,330	14,529	-76.7	0	100.0	0	-	0	0	-	0	-
91-12 Interfund Transfer to Gas Tax Fund 149	0	516,583	-	92,265	-82.1	0	100.0	0	0	-	0	-
99 Capital Projects	21,136,433	15,275,646	-27.7	11,282,855	-26.1	8,060,345	**-28.6**	**49,911,094**	**18,945,990**	**38.0**	**2,244,553**	**-72.2**
Report Total	21,136,433	15,275,646	-27.7	11,282,855	-26.1	8,060,345	**-28.6**	**49,911,094**	**18,945,990**	**38.0**	**2,244,553**	**-72.2**

Transportation Projects

By Fund

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
301 Capital Projects-Public Works												
51-21 Equip<$750/unit>$100/unit	0	47,754	-	0	100.0	0	-	0	0	-	0	-
62-10 Buildings	9,172	187,344	1,942.6	0	100.0	0	-	0	0	-	0	-
62-20 Buildings-Professional Services	0	1,971	-	0	100.0	0	-	0	0	-	0	-
301 Capital Projects-Public Works	9,172	237,069	2,484.8	0	100.0	0	-	**0**	**0**	-	**0**	-
304 Prairie Bluff/Gainesville CC Special Assessment												
31-80 Prop Appr/tax Coll Fees	0	0	-	0	-	0	-	9,954	86	0.9	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	487,731	0	-	0	-
63-98 Improv Other Than Bldgs	0	0	-	0	-	0	-	0	4,068	-	0	-
304 Prairie Bluff/Gainesville CC Special	0	0	-	0	-	0	-	**497,685**	**4,154**	**0.8**	**0**	-
307 Archer Braid Phase II												
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	150,000	0	-	0	-
307 Archer Braid Phase II	0	0	-	0	-	0	-	**150,000**	**0**	-	**0**	-
319 Campus Development Agreement												
61-20 Land-Professional Service	0	3,000	-	51,500	1,616.7	0	100.0	0	496,339	-	0	-
61-50 Right-of-Way Land	0	0	-	38,875	-	0	100.0	0	4,000	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	1,430,514	0	-	0	-
63-20 Infrastructure / Tower Road & SW 61st	48,066	131,627	173.8	85,898	-34.7	0	100.0	530,115	530,114	100.0	0	-
319 Campus Development Agreement	48,066	134,627	180.1	176,273	30.9	0	**100.0**	**1,960,629**	**1,030,452**	**52.6**	**0**	-
328 West End Special Assesmnt												
31-00 Professional Services	0	0	-	0	-	0	-	3,500	0	-	0	-
31-80 Prop Appr/tax Coll Fees	186	193	3.9	194	0.4	0	100.0	0	169	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	22,239	0	-	0	-
91-12 Interfund Transfer to Gas Tax Fund 149	0	0	-	92,265	-	0	100.0	0	0	-	0	-
328 West End Special Assesmnt	186	193	3.9	92,459	47,776.4	0	**100.0**	**25,739**	**169**	**0.7**	**0**	-
329 FDOT County Incentive Grant												
61-50 Right-of-Way Land	13,809	49,405	257.8	0	100.0	0	-	0	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	30,457	0	-	0	-
63-89 SW 24th Ave/SW 62nd Blvd	306,383	4,386	-98.6	1,240	-71.7	0	100.0	11,242	11,241	100.0	0	-
329 FDOT County Incentive Grant	320,192	53,790	-83.2	1,240	-97.7	0	**100.0**	**41,699**	**11,241**	**27.0**	**0**	-
330 Special Assessment NE 132 Avenue												
31-00 Professional Services	0	0	-	0	-	0	-	6,100	0	-	0	-
31-80 Prop Appr/tax Coll Fees	506	499	-1.4	517	3.6	0	100.0	0	500	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	271,004	0	-	0	-
330 Special Assessment NE 132 Avenue	506	499	-1.4	517	3.6	0	**100.0**	**277,104**	**500**	**0.2**	**0**	-
336 Impact Fees-NW Transportation District												
12-00 Regular Salaries & Wages	10,967	21,907	99.8	21,684	-1.0	21,600	-0.4	21,600	21,380	99.0	21,600	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
336 Impact Fees-NW Transportation District												
21-00 Fica Taxes	780	1,542	97.6	1,496	-3.0	1,652	10.4	1,652	1,526	92.4	1,652	-
22-00 Retirement Contributions	1,080	2,136	97.7	2,192	2.7	2,326	6.1	2,326	1,950	83.8	1,151	-50.5
22-10 FRS Contingency	0	0	-	0	-	0	-	0	0	-	648	-
23-10 Health Insurance	1,427	2,921	104.7	2,963	1.4	3,205	8.2	3,205	3,030	94.5	3,354	4.6
23-15 Dental Insurance	34	61	82.3	61	-	62	0.9	62	58	93.0	62	-
23-20 Life Insurance	12	25	99.2	26	5.0	32	22.9	32	24	76.3	32	-
23-25 Life Insurance - $10,000	3	6	98.7	7	3.3	0	100.0	0	6	-	0	-
23-30 Health Insurance - Wellness Reserve	0	49	-	-116	-337.3	0	100.0	0	0	-	0	-
23-35 OPEB Contributions	0	64	-	0	100.0	0	-	0	0	-	0	-
31-93 Other Professional Services	1,080	2,340	116.7	0	100.0	0	-	0	2,340	-	0	-
40-11 In County	0	0	-	117	-	0	100.0	0	0	-	0	-
40-12 Out Of County	0	265	-	419	58.2	0	100.0	0	554	-	0	-
44-20 Tangible Personal Property	0	108	-	0	100.0	0	-	0	0	-	0	-
47-10 Printing	0	0	-	65	-	0	100.0	0	0	-	0	-
49-00 Other Curr Chgs & Oblig	0	0	-	0	-	16,000	-	16,000	0	-	15,352	-4.1
49-04 Legal Advertising	345	633	83.3	521	-17.6	0	100.0	0	0	-	0	-
49-20 Registration Fees	0	126	-	267	111.9	0	100.0	0	0	-	0	-
51-10 Office Supplies	0	39	-	48	22.5	0	100.0	0	0	-	0	-
52-37 Software License	0	90	-	0	100.0	0	-	0	0	-	0	-
54-10 Books	0	128	-	40	-68.6	0	100.0	0	0	-	0	-
54-40 Memberships	0	81	-	84	3.3	0	100.0	0	88	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	241,810	-	3,740,328	0	-	611,149	152.7
63-46 Infrastructure / NW 39th Ave & NW 143rd	147,999	0	100.0	0	-	0	-	0	0	-	0	-
64-30 Furniture & Equipment	447	0	100.0	0	-	0	-	0	0	-	0	-
336 Impact Fees-NW Transportation District	164,175	32,520	-80.2	29,874	-8.1	286,687	859.7	3,785,205	30,956	0.8	655,000	128.5
337 Impact Fees-SW Transportation District												
12-00 Regular Salaries & Wages	18,643	37,240	99.8	36,861	-1.0	36,720	-0.4	36,720	36,345	99.0	36,720	-
21-00 Fica Taxes	1,326	2,621	97.6	2,543	-3.0	2,809	10.5	2,809	2,595	92.4	2,809	-
22-00 Retirement Contributions	1,836	3,631	97.7	3,727	2.6	3,955	6.1	3,955	3,315	83.8	1,956	-50.5
22-10 FRS Contingency	0	0	-	0	-	0	-	0	0	-	1,102	-
23-10 Health Insurance	2,425	4,965	104.7	5,037	1.4	5,448	8.2	5,448	5,151	94.6	5,702	4.7
23-15 Dental Insurance	57	105	82.6	105	-	105	0.4	105	98	93.4	105	-
23-20 Life Insurance	21	42	99.2	44	5.5	55	24.0	55	42	75.6	55	-
23-25 Life Insurance - $10,000	5	10	99.2	11	5.9	0	100.0	0	10	-	0	-
23-30 Health Insurance - Wellness Reserve	0	83	-	-198	-338.2	0	100.0	0	0	-	0	-
23-35 OPEB Contributions	0	109	-	0	100.0	0	-	0	0	-	0	-
31-93 Other Professional Services	1,830	3,965	116.7	0	100.0	0	-	0	3,965	-	0	-
40-11 In County	0	0	-	198	-	0	100.0	0	0	-	0	-
40-12 Out Of County	0	449	-	710	58.3	0	100.0	0	939	-	0	-
44-20 Tangible Personal Property	0	183	-	0	100.0	0	-	0	0	-	0	-
47-10 Printing	0	0	-	110	-	0	100.0	0	0	-	0	-
49-00 Other Curr Chgs & Oblig	0	0	-	0	-	15,000	-	15,000	0	-	13,898	-7.3

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
337 Impact Fees-SW Transportation District												
49-04 Legal Advertising	585	1,072	83.3	883	-17.6	0	100.0	0	0	-	0	-
49-20 Registration Fees	0	214	-	453	112.2	0	100.0	0	0	-	0	-
51-10 Office Supplies	0	66	-	82	23.0	0	100.0	0	0	-	0	-
52-37 Software License	0	153	-	0	100.0	0	-	0	0	-	0	-
54-10 Books	0	218	-	68	-68.6	0	100.0	0	0	-	0	-
54-40 Memberships	0	138	-	142	3.3	0	100.0	0	149	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	519,033	-	4,593,817	0	-	1,242,653	139.4
63-10 Infrastructure - Sweetwater Preserve	0	460	-	0	100.0	0	-	0	0	-	0	-
63-40 Infrastructure / SW 8th Ave & SW 91st	472	1,663	252.1	4,664	180.5	0	100.0	0	0	-	0	-
63-41 Infrastructure / SW 61st St & SW 24th	63	16,166	25,736.7	5,953	-63.2	0	100.0	69,392	69,391	100.0	0	-
64-30 Furniture & Equipment	760	0	100.0	0	-	0	-	0	0	-	0	-
337 Impact Fees-SW Transportation District	28,024	73,551	162.5	61,394	-16.5	583,125	**849.8**	**4,727,301**	**122,000**	**2.6**	**1,305,000**	**123.8**
338 Impact Fees-East Transportation District												
12-00 Regular Salaries & Wages	1,097	2,191	99.8	2,169	-1.0	2,160	-0.4	2,160	2,138	99.0	2,160	-
21-00 Fica Taxes	78	154	97.8	150	-3.1	165	10.3	165	153	92.4	165	-
22-00 Retirement Contributions	108	213	97.7	219	2.7	233	6.3	233	195	83.7	115	-50.6
22-10 FRS Contingency	0	0	-	0	-	0	-	0	0	-	65	-
23-10 Health Insurance	143	292	104.8	296	1.4	320	8.0	320	303	94.7	335	4.7
23-15 Dental Insurance	3	6	87.2	6	-0.2	6	-4.2	6	6	98.0	6	-
23-20 Life Insurance	1	2	100.0	3	8.6	3	13.2	3	2	83.0	3	-
23-25 Life Insurance - $10,000	0	1	94.6	1	-	0	100.0	0	1	-	0	-
23-30 Health Insurance - Wellness Reserve	0	5	-	-12	-332.6	0	100.0	0	0	-	0	-
23-35 OPEB Contributions	0	6	-	0	100.0	0	-	0	0	-	0	-
31-93 Other Professional Services	90	195	116.7	0	100.0	0	-	0	195	-	0	-
40-11 In County	0	0	-	10	-	0	100.0	0	0	-	0	-
40-12 Out Of County	0	22	-	37	67.8	0	100.0	0	46	-	0	-
44-20 Tangible Personal Property	0	9	-	0	100.0	0	-	0	0	-	0	-
47-10 Printing	0	0	-	5	-	0	100.0	0	0	-	0	-
49-00 Other Curr Chgs & Oblig	0	0	-	0	-	9,000	-	9,000	0	-	8,935	-0.7
49-04 Legal Advertising	29	53	83.3	43	-17.6	0	100.0	0	0	-	0	-
49-20 Registration Fees	0	11	-	24	128.6	0	100.0	0	0	-	0	-
51-10 Office Supplies	0	3	-	5	47.2	0	100.0	0	0	-	0	-
52-37 Software License	0	8	-	0	100.0	0	-	0	0	-	0	-
54-10 Books	0	13	-	4	-68.6	0	100.0	0	0	-	0	-
54-40 Memberships	0	8	-	8	3.3	0	100.0	0	9	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	56,475	-	1,117,046	0	-	143,216	153.6
64-30 Furniture & Equipment	45	0	100.0	0	-	0	-	0	0	-	0	-
338 Impact Fees-East Transportation District	1,594	3,192	100.3	2,969	-7.0	68,362	**2,202.8**	**1,128,933**	**3,048**	**0.3**	**155,000**	**126.7**
341 Transportation Trust Fund												
12-00 Regular Salaries & Wages	61,716	41,621	-32.6	81,142	95.0	97,820	20.6	97,820	72,543	74.2	97,820	-
13-00 Other Salaries & Wages	10,339	14,316	38.5	4,930	-65.6	0	100.0	0	60	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
341 Transportation Trust Fund												
14-00 Overtime	3,881	7,340	89.1	3,471	-52.7	0	100.0	0	0	-	0	-
21-00 Fica Taxes	5,426	4,472	-17.6	6,438	44.0	7,482	16.2	7,482	5,451	72.9	7,482	-
22-00 Retirement Contributions	6,432	5,819	-9.5	8,816	51.5	10,536	19.5	10,536	6,270	59.5	5,212	-50.5
22-10 FRS Contingency	0	0	-	0	-	0	-	0	0	-	2,934	-
23-10 Health Insurance	11,520	10,447	-9.3	13,095	25.3	14,532	11.0	14,532	5,651	38.9	8,058	-44.5
23-15 Dental Insurance	388	266	-31.4	407	53.1	410	0.6	410	227	55.3	205	-50.0
23-20 Life Insurance	64	64	0.4	139	116.4	214	53.6	214	85	39.9	107	-50.0
23-25 Life Insurance - $10,000	30	21	-29.1	37	75.1	0	100.0	0	29	-	22	-
23-30 Health Insurance - Wellness Reserve	359	0	100.0	0	-	0	-	0	0	-	0	-
23-35 OPEB Contributions	0	426	-	0	100.0	0	-	0	0	-	0	-
41-62 Postage	18	0	100.0	0	-	0	-	0	0	-	0	-
46-50 Road Maintenance & Repair	0	323,699	-	42,680	-86.8	0	100.0	0	0	-	0	-
49-99 Other Current Chgs & Oblig	250	0	100.0	0	-	0	-	0	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	601,932	0	-	7,713	-
63-11 Infrastructure/SW8th Ave frm SW 122nd	1,289,217	994,330	-22.9	0	100.0	0	-	0	0	-	0	-
63-26 Infrastructure - SW 20th (4 Lane Bridge	0	0	-	49,082	-	0	100.0	226,800	226,800	100.0	0	-
63-28 Improvements	0	0	-	0	-	0	-	0	102,621	-	0	-
63-32 Infrastructure / NW CR 236	0	10,000	-	3,280	-67.2	0	100.0	0	0	-	0	-
63-89 SW 24th Ave/SW 62nd Blvd	4,370,887	0	100.0	0	-	0	-	0	0	-	0	-
64-20 Heavy Equipment	0	143,668	-	0	100.0	0	-	0	0	-	0	-
64-30 Furniture & Equipment	15,412	0	100.0	0	-	0	-	0	0	-	0	-
91-12 Interfund Transfer to Gas Tax Fund 149	0	516,583	-	0	100.0	0	-	0	0	-	0	-
341 Transportation Trust Fund	**5,775,940**	**2,073,073**	**-64.1**	**213,518**	**-89.7**	**130,994**	**-38.6**	**959,726**	**419,735**	**43.7**	**129,553**	**-1.1**
345 2006 Gas Tax Revenue Bond Capital												
63-25 Infrastructure / SW 8th Ave Recreation	60	0	100.0	0	-	0	-	0	0	-	0	-
63-29 Infrastructure / SW 20th Ave & SW 34th	1,195,701	0	100.0	0	-	0	-	0	0	-	0	-
63-30 Infrastructure / NE 182nd Ave Recon	1,496,053	0	100.0	0	-	0	-	0	0	-	0	-
63-33 Infrastructure / NW CR 241 FM SR 235	19,928	1,052,088	5,179.4	0	100.0	0	-	0	0	-	0	-
63-34 Infrastructure / SW 91st St & SR 26	87,690	110,095	25.6	0	100.0	0	-	0	0	-	0	-
63-35 Infrastructure / SW 122nd St & SR 24	18,946	0	100.0	0	-	0	-	0	0	-	0	-
63-36 Infrastructure / N. Main St & N 8th Ave -	50,942	23,000	-54.9	0	100.0	0	-	0	0	-	0	-
63-37 Infrastructure / Pine Hills Estates	280,313	0	100.0	0	-	0	-	0	0	-	0	-
63-38 Infrastructure / Ft. Clarke Forest	187,831	0	100.0	0	-	0	-	0	0	-	0	-
63-52 Infrastructure / NW 39th Ave & NW 110th	753,697	380,300	-49.5	0	100.0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 51st St & NW 23rd	683,131	361,811	-47.0	0	100.0	0	-	0	0	-	0	-
63-54 Infrastructure / SR & CR 1474	1,613,081	800,152	-50.4	0	100.0	0	-	0	0	-	0	-
63-61 Infrastructure / SE CR 325 & SE 346	13,274	23,260	75.2	0	100.0	0	-	0	0	-	0	-
63-76 Infrastructure / Arredondo Estate Sub	533	0	100.0	0	-	0	-	0	0	-	0	-
345 2006 Gas Tax Revenue Bond Capital	**6,401,179**	**2,750,705**	**-57.0**	**0**	**100.0**	**0**	**-**	**0**	**0**	**-**	**0**	**-**
348 2007 Series Public Improvement Revenue Bond												
34-99 Other Contractual Srvcs	0	0	-	1,691,357	-	0	100.0	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
348 2007 Series Public Improvement Revenue Bond												
46-21 Refurbishment/renovations	525	0	100.0	0	-	0	-	0	0	-	0	-
48-30 Public Purpose Activities	0	53	-	0	100.0	0	-	0	0	-	0	-
51-20 Equipment < $100/unit	0	65	-	0	100.0	0	-	0	0	-	0	-
51-21 Equip<$750/unit>$100/unit	0	5,573	-	0	100.0	0	-	0	0	-	0	-
51-22 Office Materials & Supplies	222	15,680	6,967.7	0	100.0	0	-	0	0	-	0	-
52-02 Tools/equip >$100<$1000	800	8,890	1,011.2	0	100.0	0	-	0	0	-	0	-
52-99 Other Operating Supplies	0	1,315	-	5,000	280.2	0	100.0	0	0	-	0	-
61-10 Land	11,636	34,569	197.1	185	-99.5	0	100.0	0	0	-	0	-
61-20 Land-Professional Service	0	14,337	-	0	100.0	0	-	0	0	-	0	-
62-10 Buildings	6,777,044	3,313,427	-51.1	101,974	-96.9	0	100.0	0	900,441	-	0	-
62-20 Buildings-Professional Services	247,357	357,945	44.7	65,312	-81.8	0	100.0	36,188	36,792	101.7	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	942,444	0	-	0	-
63-25 Infrastructure / SW 8th Ave Recreation	89,193	64,510	-27.7	63,259	-1.9	0	100.0	0	0	-	0	-
63-26 Infrastructure - SW 20th (4 Lane Bridge	0	242	-	0	100.0	0	-	0	0	-	0	-
63-27 Infrastructure - Traffice Managment	0	0	-	541,622	-	0	100.0	0	0	-	0	-
63-28 Improvements	538	88,513	16,361.5	212,510	140.1	0	100.0	139,828	150,837	107.9	0	-
63-32 Infrastructure / NW CR 236	64,345	71,424	11.0	25,654	-64.1	0	100.0	0	0	-	0	-
63-60 Infrastructure / W University Ave	6,172	390	-93.7	0	100.0	0	-	0	0	-	0	-
63-97 Improve Other Than Build	76,055	7,000	-90.8	14,321	104.6	0	100.0	0	0	-	0	-
63-98 Improv Other Than Bldgs	163,090	1,789,923	997.5	1,895,221	5.9	0	100.0	0	0	-	0	-
63-99 Infrastructure / Other Infrastructure	0	1,675	-	0	100.0	0	-	0	0	-	0	-
64-30 Furniture & Equipment	43,461	14,529	-66.6	0	100.0	0	-	0	0	-	0	-
348 2007 Series Public Improvement Revenue	7,480,437	5,790,058	-22.6	4,616,415	-20.3	0	100.0	1,118,460	1,088,069	97.3	0	-
349 FY07 SAFETEA - LU Grant												
63-13 Infrastructure / 62nd Blvd	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,147,335	85.6	0	-
349 FY07 SAFETEA - LU Grant	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,147,335	85.6	0	-
350 1-5 Cent Local Option Gas Tax												
63-00 Improve Other Than Bldgs	0	0	-	0	-	273,683	-	648,683	1	-	0	100.0
63-02 Infrastructure - SE 15th St. Path	0	2,500	-	9,299	271.9	0	100.0	0	58,039	-	0	-
63-05 Infrastructure - NW 98th St. Path	0	3,973	-	2,115	-46.8	0	100.0	0	69,892	-	0	-
63-09 Old Bellamy Rd GRIP SG383	0	0	-	0	-	0	-	102,271	168	0.2	0	-
63-10 Infrastructure - Sweetwater Preserve	0	0	-	1,053	-	0	100.0	0	0	-	0	-
63-16 SW63B/SW41STERM-GRIP S565	0	0	-	0	-	0	-	12,396	0	-	0	-
63-24 NW 227th Dr - GRIP	0	0	-	208,985	-	0	100.0	0	95,489	-	0	-
63-39 SW 175th Ave - GRIP	0	0	-	171	-	0	100.0	0	180,464	-	0	-
63-43 Infrastructure / SE CR 2082-GRIP	100	144,694	144,594.4	0	100.0	0	-	0	0	-	0	-
63-44 Infrastructure / NW 142nd Ave	1,346	355,377	26,302.5	20,820	-94.1	115,223	453.4	16,250	72,609	446.8	0	100.0
63-45 Infrastructure / SW 63 Blvd-GRIP	100	64,217	64,116.9	0	100.0	102,271	-	0	0	-	0	100.0
63-47 Infrastructure / NW 93rd Ave-GRIP	111,709	7,446	-93.3	0	100.0	0	-	0	0	-	0	-
63-48 Infrastructure / SE 26th St-GRIP	100	177,041	176,941.3	0	100.0	0	-	0	0	-	0	-
63-49 Infrastructure / SW 85th Ave-GRIP	0	12	-	168,081	364,191.2	0	100.0	0	17,455	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
350 1-5 Cent Local Option Gas Tax												
63-50 Infrastructure / SE 64th Ln	0	12	-	162,785	320,134.4	0	100.0	0	4,716	-	0	-
63-51 Infrastructure / SW 122nd St-GRIP	0	71,144	-	50,381	-29.2	0	100.0	0	0	-	0	-
63-57 Infrastructure / SW 15th Ave-GRIP	0	4,151	-	298,031	7,079.9	0	100.0	0	0	-	0	-
63-58 Infrastructure / SW 143rd St-GRIP	0	38,255	-	132,860	247.3	0	100.0	0	0	-	0	-
63-59 Infrastructure / SW 95th Ave-GRIP	0	177	-	221,293	124,924.0	0	100.0	0	0	-	0	-
63-60 Infrastructure / W University Ave	0	15,818	-	155,166	880.9	0	100.0	0	0	-	0	-
63-62 Infrastructure / NW 16th Ave	0	245,105	-	80,792	-67.0	6,500,000	7,945.4	5,802,432	114,968	2.0	0	100.0
63-63 SW 63rd Blvd / 62nd Ave	0	0	-	1,721	-	0	100.0	0	208,199	-	0	-
63-64 CR352	0	0	-	117	-	0	100.0	0	0	-	0	-
63-66 CR 231	0	0	-	42,161	-	0	100.0	80,735	75,925	94.0	0	-
63-67 SW121A - GRIP SEG 316	0	0	-	0	-	0	-	73,255	54,625	74.6	0	-
63-68 NW142A/H41 - 214S - GRIP S362	0	0	-	0	-	0	-	115,223	63,094	54.8	0	-
63-69 NW170St - GRIP - SEG 510	0	0	-	0	-	0	-	81,010	30,653	37.8	0	-
63-73 NW 75th St - GRIP	0	0	-	34,022	-	0	100.0	0	152,544	-	0	-
63-74 Infrastructure / SE 175A - GRIP SEG 513	0	0	-	0	-	0	-	0	705	-	0	-
63-84 SW 1st Pl - Multi Use Path	0	0	-	3,191	-	0	100.0	0	100	-	0	-
64-30 Furniture & Equipment	2,205	0	100.0	0	-	0	-	0	0	-	0	-
350 1-5 Cent Local Option Gas Tax	115,560	1,129,924	877.8	1,593,042	41.0	6,991,177	338.9	6,932,255	1,199,645	17.3	0	100.0
351 2008 Series Gas Tax Revenue Bond Capital												
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	12,571,484	216,885	1.7	0	-
63-29 Infrastructure / SW 20th Ave & SW 34th	0	33	-	0	100.0	0	-	0	0	-	0	-
63-33 Infrastructure / NW CR 241 FM SR 235	0	1,977,724	-	2,860,634	44.6	0	100.0	0	1	-	0	-
63-34 Infrastructure / SW 91st St & SR 26	0	33,415	-	52,890	58.3	0	100.0	26,809	1,431,074	5,338.0	0	-
63-35 Infrastructure / SW 122nd St & SR 24	0	8,648	-	1,234,093	14,170.0	0	100.0	198,944	75,795	38.1	0	-
63-36 Infrastructure / N. Main St & N 8th Ave -	0	12,212	-	32,478	165.9	0	100.0	15,796	1,198,837	7,589.5	0	-
63-52 Infrastructure / NW 39th Ave & NW 110th	0	7,453	-	0	100.0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 51st St & NW 23rd	0	7,933	-	0	100.0	0	-	8,396	8,396	100.0	0	-
63-54 Infrastructure / SR & CR 1474	0	134,429	-	0	100.0	0	-	0	0	-	0	-
63-61 Infrastructure / SE CR 325 & SE 346	0	14,862	-	78,271	426.7	0	100.0	14,188	4,341,116	30,597.1	0	-
351 2008 Series Gas Tax Revenue Bond	0	2,196,709	-	4,258,366	93.9	0	100.0	12,835,617	7,272,103	56.7	0	-
353 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond - Capital												
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	9,460,000	0	-	0	-
63-66 CR 231	0	0	-	0	-	0	-	0	2,616,581	-	0	-
353 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond	0	0	-	0	-	0	-	9,460,000	2,616,581	27.7	0	-
Report Total	21,136,433	15,275,646	-27.7	11,282,855	-26.1	8,060,345	-28.6	49,911,094	18,945,990	38.0	2,244,553	-72.2

October 25, 2011 Regular BoCC Meeting
Agenda Item #24

Title
Option to purchase a Conservation Easement on the Lake Forest Creek - Smith Tract by Alachua County Forever. (Amended)

Amount
Acquisition $96,443. Annual stewardship $550.

Description
Request for the Board of County Commissioners to Execute the First Amendment to the Option Contract to purchase a Conservation Easement on the Lake Forest Creek - Smith Tract and direct staff to complete due diligence and return to the Board for a final decision.

Recommendation
Execute the First Amendment to the Option Contracts to purchase a Conservation Easement on the Lake Forest Creek - Smith Tract.

Alternative(s)
The Board should not execute the Amendment and not extend the Option Period.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection.

Attachment(s) Description
Exhibit 1: First Amendment to Option Contract to purchase a Conservation Easement on the Lake Forest Creek-Smith Tract. Exhibit 2: First Amendment and Option. Exhibit 3: Site Evaluation. Exhibit 4: Cost Estimates

Documents Requiring Action
First Amendment to Option Contract to purchase a Conservation Easement on the Lake Forest Creek-Smith Tract. (Exhibit 1) 2 COPIES.

Executive Summary
Staff requests that the Board of County Commissioners (BoCC) execute the First Amendment to Option Contract to purchase a Conservation Easement the Lake Forest Creek-Smith Tract. Staff would like the BoCC to consider the acquisition of the Smith tract concurrently with the adjacent Kincade & Tabone Tract at their Public Hearing on December 13. To accomplish this, the County's Option Contract with Mr. Smith needs to be extended.

Background
On August 23, 2011, the BoCC executed the attached Option Contract (Attachment A to Exhibit 2) to purchase a conservation easement on the subject property.The seller, Erick Smith has agreed to this extension to allow the BoCC to consider the acquisition of conservation easements on both his and the adjacent, and larger, Kincade & Tabone tracts together at the December 13, 2011 public hearing. The existing option expires on November 21, 2011 and would need to be extended 30 days. The Land Conservation Board added the Smith Tract (Exhibit 3) to the Priority Pool on April 22, 2010 and the BoCC added it to their acquisition list on May 25, 2010. The tract is within the Lake Forest Creek Project which generally encompasses the land

between the City of Gainesville's Morningside Park south to Lake Forest Creek and east to Newnans Lake. The Smith tract is located approximately 1.5 miles east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. It is adjacent to the west boundary of the Kincade and Tabone parcel. The Smith property is composed mostly of uplands including sandhill, upland pine forest, upland mixed forest and a sinkhole. Prior to acquisition by the current owner the property was long unburned and as a result most of the fire maintained natural communities had become invaded with off-site hardwoods such as laurel and water oaks. The current owner with the neighbor to the east has started an active restoration program involving mechanical and chemical treatment of off-site hardwoods, re-introduction of fire and planting species that will carry fire (grasses and longleaf pine). The sandhill and upland pine communities that have undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in poor condition. The condition of the fire-type communities has improved in the last four years. The upland mixed forest is in good condition. The sinkhole is in fair to good condition, though it has been excavated and perhaps enlarged in the past. The modification does not appear to have affected the function or ecological value of the sinkhole, though it is unknown if the sinkhole held water more frequently prior to modification than it does currently. No invasive plants were noted during the visit. Access is via an unpaved, private road, SE 8th Avenue. The County is offering to purchase the 30-acre Easement for $63,750 (about $2,125 per acre). The remaining $32,693 are the estimated costs of due diligence. The Easement grantors will continue to manage the property and the County's stewardship role is limited to annual monitoring. These and other acquisition costs are estimated in Exhibit 4.

Issues
None. Mr. Smith has agreed to the extension and signed the Amendment.

Fiscal Recommendation
Acquisition $96,443. Annual stewardship $550

Fiscal Alternative(s)
No additional expenditures.

Funding Sources
Wild Spaces and Public Places Surtax proceeds for acquisition. General Fund for monitoring.

Account Code(s)
Funds 302-5576 for acquisition 001-5560 for monitoring.

Attachment: Exhibit 2 Signed Option and CE.pdf
Attachment: Exhibit 4 Smith Cost Estimates.pdf
Attachment: Exhibit 1 Smith Tract 1st Amend Final.pdf
Attachment: Exhibit 3 SmithEvaluation.pdf

FIRST AMENDMENT TO OPTION AGREEMENT SALE AND PURCHASE
BETWEEN ALACHUA COUNTY AND
ERICK D. SMITH

THIS FIRST 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 ERICK D. SMITH, a single man, whose address is P.O. Box 12417, Gainesville, Florida 32604, ("Seller"), who is the owners in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described in Attachment A, ("Property").

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Agreement dated August 23, 2011, to sell to the County a Conservation Easement on the Property; and

WHEREAS, that Agreement contains an Option Period that expires on November 21, 2011; and

WHEREAS, the parties desire to amend the Agreement and extend the Option Period by an additional 30 days to allow the Board of County Commissioners to consider this acquisition concurrently with the adjacent Lake Forest Creek-Kincade & Tabone Parcels, also under contract to the County, at their December 13, 2011 meeting.

NOW, THEREFORE, the parties hereby agree to amend Paragraph 2 of the Agreement (Exhibit A), as follows:

> "2. OPTION TERMS. … The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending ~~90~~ 120 days thereafter ("Option Expiration Date"). …"

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 First Amendment shall be effective as of the date hereof upon specifications contained herein.

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.

WITNESSES AS TO SELLER

Gina M. Hunt

Print Name: Gina M. Hunt

Stefani Simmons

Print Name: Stefani Simmons

SELLER

ERICK D. SMITH, a single man

Date signed by Seller: October 7, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 7 day of Oct, 2011, by **ERICK D. SMITH**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[x] produced FLDL as identification.

GINA M. HUNT
MY COMMISSION # DD 753463
EXPIRES: January 29, 2012
Bonded Thru Notary Public Underwriters

(NOTARY PUBLIC SEAL)

Gina M Hunt

Notary Public

Gina M. Hunt

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD 753463

My Commission Expires: 1/29/12

COUNTY

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTACHMENT A. OPTION CONTRACT

OPTION AGREEMENT FOR SALE AND PURCHASE

WHEREAS, ERICK D. SMITH, a single man, whose address is P.O. Box 12417, Gainesville, Florida 32604, is the owner in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described below; and

WHEREAS, the owner intends that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

WHEREAS, the owner further intends, as owner of the property described in this Option Agreement, to convey to Alachua County the right to preserve and protect the conservation values of the referenced property in perpetuity; and

WHEREAS, Alachua County is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

WHEREAS, Alachua County desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of Alachua County, pursuant to section 704.06, Florida Statutes;

NOW, THEREFORE:

THIS AGREEMENT is made this 23rd day of August, 2011, between **ERICK D. SMITH,** a single man, whose address is P.O. Box 12417, Gainesville, Florida 32604, and whose representative is David Menet, Esquire, 3940 NW 16th Boulevard, Building B, Gainesville, Florida 32605-3502, as "Seller" and **ALACHUA COUNTY**, a charter county and political subdivision of Florida (the "County"), with an address at 12 S.E. 1st Street, Gainesville, FL 32602-2877, and its successors and assigns, as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Alachua County, Florida, described in Exhibit "A" ("Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties but exercise of the option is effective only if Purchaser gives written notice of exercise to Seller. The exercise of the option is subject to approval by the Alachua County Board of County Commissioners (the "Board") and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 (the "County").

2. OPTION TERMS. The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 90 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3. A. PURCHASE PRICE. The purchase price for the Easement is SIXTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 ($63,750.00) ("Initial Purchase Price") which, after credit for the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the Board, by County check) at closing. Seller hereby authorizes Purchaser to issue a County check or deliver cash for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Purchase Price, hereinafter defined, by Purchaser and upon confirmation that the Final Purchase Price is not in excess of the maximum value of the Property as determined in accordance with applicable County rules and regulations ("County Approved Value"). The determination of the County Approved Value and the Final Purchase Price can only be made after the completion and the County's approval of the survey required in paragraph 5.

3. B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, Purchaser determines that the Initial Purchase Price exceeds the County Approved Value of the Property, the Initial Purchase Price will be reduced to the County Approved Value of the Property (herein the "Final Purchase Price"). If the Final Purchase Price is less than the Initial Purchase Price because of a reduction in the County Approved Value of the Property, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Purchaser of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from Purchaser of the Final Purchase Price. If Seller fails to give Purchaser a written notice of termination within the aforesaid time period from receipt of Purchaser's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price.

4. A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

4. B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its

sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 2% of the Final Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the easement, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring marketable title to the Easement in the amount of the purchase price. Seller shall reimburse Purchaser for Purchaser's cost of the owner's title insurance policy referenced herein (limited to the title insurance premium, abstracting or search fee, title examination fee, and closing fee). Seller's reimbursement for title costs shall be offset against and deducted from the Final Purchase Price to be paid to Seller, or Seller's designated agent, at closing. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Any violation of federal, state or local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions shall be considered a title defect. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing any title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

Seller acknowledges that Paragraph 11 of the Declaration of Restrictions, Protective Covenants and Easements for Parcels A-F, Lake Forest-Lake Farms recorded in Plat Book 1873, Page 1487, Alachua County, contains certain drainage rights that are unacceptable title defects (the "Drainage Rights"). Seller represents and warrants that Seller shall resolve the Drainage Rights title defect to the Purchaser's satisfaction prior to the Option Expiration Date. Notwithstanding anything contained herein to the contrary, if Seller fails to resolve the Drainage Rights title defect prior to the Option Expiration Date, then Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit "B", free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

9. SUBORDINATION. If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument, in a form acceptable to Purchaser, that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement.

10. A. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the easement described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section

627.7842, Florida Statutes, and an environmental affidavit in the form attached hereto as Exhibit "C".

10. B. BASELINE DOCUMENTATION. Purchaser shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline documentation shall be borne by Seller. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefore absorbed in the same manner the cost of the baseline documentation is absorbed.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the easement described in paragraph 8. of this Agreement and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Conservation Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental audit, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 20 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed $5,000 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b)

extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the benefit of the holder of the Conservation Easement over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Conservation Easement.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description

contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the easement described in paragraph 8. of this Agreement.

30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. NONCASH CHARITABLE CONTRIBUTION. Notwithstanding anything in this Agreement to the contrary, it is understood between the parties that it is Seller's intent to claim a noncash charitable contribution to the County. Purchaser acknowledges that the Seller intends to claim a noncash charitable contribution to the County. Purchaser's acknowledgment, however, does not represent any concurrence in the Seller's claimed fair market value. Upon receipt of the Property, Purchaser agrees to complete Part IV of Internal Revenue Service form 8283 for Seller.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE AUGUST 31, 2011, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) CONFIRMATION THAT THE FINAL PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE EASEMENT, AND (2) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

WITNESSES AS TO SELLER

Print Name: Emma Flores

Print Name: Pamela B Johnson

SELLER

ERICK D. SMITH, a single man

Date signed by Seller: August 1st, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 1st day of August, 2011, by **ERICK D. SMITH**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

GINA M. HUNT
MY COMMISSION # DD 753463
EXPIRES: January 29, 2012
Bonded Thru Notary Public Underwriters

(NOTARY PUBLIC SEAL)

Notary Public

Gina M. Hunt
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD 753463
My Commission Expires: 1/29/12

PURCHASER

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chairman

J.K. Irby, Clerk

(SEAL)

Approved as to form:

_____
County Attorney

EXHIBIT A TO OPTION AGREEMENT
LEGAL DESCRIPTION

Parcel D of LAKE FOREST, as more particularly described as follows:
A parcel of land which includes Lots 38, 39, 40, 38A, 39A, 40A, and that certain unnumbered lot in LAKE FOREST – LAKE FARMS subdivision, located south of Lots 36A through 40A, inclusive, all as per the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
Parcel D is more particularly described as follows:
The Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, and Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – LAKE FARMS according to the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
LESS AND EXCEPT:
Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – GAINESVILLE – LAKE FARMS, a subdivision as per plat thereof recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida AND the East ten (10) acres of an unnumbered lot in said plat, said unnumbered lot being more particularly described as the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, Alachua County, Florida, less any rights-of-way as per plat thereof.
Parcel Identification Number: 17899-001-000

EXHIBIT B TO THE OPTION AGREEMENT
CONSERVATION EASEMENT

This instrument prepared by and return to:
David Wagner, County Attorney
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877

Project Name: Lake Forest Creek- Smith

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of _____, 2011, by **Erick D. Smith**, whose address is P.O. Box 12417 Gainesville, FL 32604 ("Grantor"), in favor of **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, ("Grantee").

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the successors and assigns of Grantor and Grantee, and the provisions of this Conservation Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their successors and assigns.

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the "Property"); and,

WHEREAS, the Property qualifies as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems," as that phrase is used in Section 170(h)(4)(a)(ii) of the Internal Revenue Code; and

WHEREAS, Grantor and Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to Grantee of a perpetual Conservation Easement on, under, over, and across the Property, to conserve the Property's character, ecological integrity, hydrologic integrity, and geologic features and to protect the animal and plant populations on the Property; altogether known as the "Conservation Values" of the Property and further described below that make the Property unique and important to protect; and

WHEREAS, the Property is composed predominantly of uplands including sandhill, upland pine forest, and upland mixed forest; and wetlands. The Property serves as important habitat for the State-listed gopher tortoise, Eastern indigo snake, Sherman's fox squirrel and Florida mouse.

WHEREAS, the specific Conservation Values of the Property are documented in the "Baseline Documentation Report for the Smith Conservation Easement Tract in Alachua County, Florida", ("Baseline Documentation"), dated _____ which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant and which Baseline Documentation establishes the condition of the Property at the time of the grant as provided in Treasury Regulation Section 1.170A-14(g)(5). The Baseline Documentation shall be signed by Grantor and Grantee and shall be maintained on file with Grantor and also in the offices of the Alachua County Environmental Protection Department and is incorporated by this reference. A copy of the Baseline Documentation is available from the County department on request. Exhibit "B" contains a copy of a map of the Property as contained within the Baseline Documentation; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of those existing land use patterns that do not impair or interfere with those values; and

WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, and Section 170(h) of the Internal Revenue Code, to hold Conservation Easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses allowed by the terms of this Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Conservation Easement has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity as defined herein; and

THEREFORE, to achieve these purposes, and in consideration of the sum of one hundred dollars ($100.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Conservation Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement").

ARTICLE I. DURATION OF CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is a Conservation Easement, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF CONSERVATION EASEMENT

The purpose of this Conservation Easement ("Purpose") is to retain, maintain and enhance the wildlife, plants and natural communities of the Property in their natural, scenic, wooded condition by preserving in perpetuity the Conservation Values of the Property, as described above and as depicted in the Baseline Documentation, through land stewardship practices guided by the following principles

- Maintenance, enhancement and ecological restoration of native plant and wildlife habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of open space and the scenic and other distinctive natural characteristics of the landscape;
- Control of soil erosion; and
- Protection of surface water quality and recharge to the Floridan Aquifer, wetlands, and riparian areas.

Grantor intends that this Conservation Easement will confine the use of the Property to such existing uses and to such future activities, as are consistent with the Purpose of this Conservation Easement.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the Purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

A. PROTECTION OF CONSERVATION VALUES

The right to enforce protection of the Conservation Values of the Property.

B. TRANSFER AND ASSIGNMENT

The right of Grantee to assign its rights and obligations under this Conservation Easement, but only to an organization that is, at the time of the assignment, both (i) a "qualified organization" as that term is defined in Section 170(h) of the Internal Revenue Code, and (ii) authorized to acquire and hold conservation easements under Section 704.06 of the Florida Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property so that the Purpose of this grant may continue to be carried out.

C. GRANTEE'S ACCESS AND MONITORING

The right of ingress and egress to the Property and to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. PROTECTION OF GRANTEE'S INTEREST

The right to prevent any activity on or use of the Property that is inconsistent with the Purpose or provisions of this Conservation Easement or the Conservation Easement Stewardship Plan, and to require Grantor's restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, at Grantor's cost.

E. PROTECTION OF NATURAL RESOURCES

The right to have the Property maintained as reflected in the Baseline Documentation, as the Property may develop through the forces of nature hereafter and subject only to the exercise of Grantor's reserved rights and the Rights Granted to the Grantee, as described in this Conservation Easement.

F. RIGHT OF FIRST REFUSAL.

Grantor hereby grants to Grantee a "Right of First Refusal" to purchase the Property, or any interest in the Property, which Grantor hereafter wishes to sell. Grantor shall notify Grantee in writing of Grantor's intent to accept an offer to sell the Property, or any interest in it, to a third party purchaser whose name and address shall be included in the notice. Grantee shall have one-hundred twenty (120) days from receipt of such notification within which to provide Grantee's written notice to Grantor of Grantee's intention to purchase the Property upon the same terms and conditions as said offer. If Grantee notifies the Grantor that Grantee has decided not to purchase the Property, or, in the event Grantee fails to notify Grantor, within one-hundred twenty (120) days, of its intent to purchase the Property, then Grantor may sell the Property to the person named in Grantor's notice. If Grantor does not sell the Property to said named person under the terms and conditions represented to Grantee, then Grantee shall have the same right of first refusal before Grantor may accept an offer from another purchaser. This right of first refusal shall apply to any voluntary or involuntary transfer of the Property to any other entity, including a devise by will or intestacy; however, this right of first refusal is not applicable to a transfer of Grantor's property by Grantor to Grantor's spouse, children, or grandchildren. The parties specifically intend that this right of first refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors.

G. INDEMNIFICATION

The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property or arising out of any condition of the Property known to Grantor to the best of Grantor's knowledge.

ARTICLE IV. PROHIBITED, RESTRICTED AND PERMITTED USES

Grantor reserves to Grantor and to Grantor's personal representatives, successors, heirs and assigns, the right to engage in the following specific permitted uses of the Property, subject to the prohibitions and restrictions contained herein. Notwithstanding anything contained herein to the contrary, any activity on or use of the Property inconsistent with the Purpose is prohibited.

A. DEVELOPMENT RIGHTS AND SUBDIVISION

There shall be no division, partitioning, or subdivision in any manner of the Property, notwithstanding that the Protected Property may be the subject of an approved subdivision. A boundary line adjustment shall not be considered a division provided either: (i) each parcel affected by the boundary line adjustment is subject to a conservation easement granted to Grantee, which conservation easement contains terms and conditions at least as protective of the Conservation Values as the terms and conditions of this Conservation Easement, or (ii) advance written approval of the boundary line adjustment is obtained from Grantee.

All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as specifically reserved to Grantor in this Article are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

B. IMPROVEMENTS AND NEW CONSTRUCTION

i) Building Envelopes, Existing Structures, Single-Family Residential Dwelling and Appurtenant Structures.

The Property contains existing structures, as documented in the Baseline Documentation ("Existing Structures"), which may be used in their current locations and condition. The Existing Structures may be demolished and rebuilt, but only within in the Building Envelope described below. Rebuilding of the structures shall be in accordance with applicable law and Grantor shall provide Grantee 30 days prior notice to the commencement of demolition. The Existing Structures shall in no way be considered or utilized as residential structures, nor shall they be equipped with kitchen or bathroom facilities.

One (1) single-family residence ("New Residence") and associated appurtenant structures, including but not limited to cultivated gardens, pole barns, sheds, swimming pools and above and below ground storage tanks (collectively, the "Appurtenant Structures") may be constructed on the Property in accordance with the terms and conditions contained herein. The New Residence and Appurtenant Structures shall be located in one area consisting of four (4)

contiguous acres, the location of which shall be depicted on the Baseline Documentation (the "Building Envelope"). Construction of the New Residence and Appurtenant Structures shall be subject to the following covenants and restrictions: (a) prior to the commencement of any construction, Grantee's written approval must be obtained, with respect to the location of all improvements, including septic system, and construction methods and materials, provided however, such approval not being unreasonably withheld, (b) all construction shall be in strict conformity with all applicable local and state laws and requirements, (c) construction shall be accomplished with minimal removal of existing trees and canopy cover and shall be conducted in a manner that minimizes any impairment to the Conservation Values of the Property, (d) the septic system shall comply with the best technology reasonably available at the time for the purpose of minimizing any impact of the septic system to the Conservation Values, (e) stormwater runoff will be directed away from slopes and sited for maximum infiltration, and (f) all new structures, and excluding septic systems (described in IV.B(iii) below), shall be located at least 75 feet from any wetland areas, sinkholes or karst features.

All impervious surfaces located on the Property, including those existing on the date of this Easement, as itemized in the Baseline Documentation, shall not exceed a total footprint of 10,000 square feet.

Grantor shall have the right to create cultivated gardens, which shall be completely contained within the Building Envelope and shall be limited to no more than two (2) acres of the Building Envelope.

ii) Roads, Trails and Motorized Vehicles.

The existing access driveway into the Property, as identified in the Baseline Documentation may be transitioned into a firebreak/trail and abandoned as an access driveway. In the event that the above mentioned access driveway is converted to a firebreak or trail, Grantor shall have the right to construct and maintain one (1) new driveway to provide access to the New Residence and Appurtenant Structures, provided: (a) it be done in strict conformity with all applicable laws and requirements, (b) it be maintained at Grantor's sole expense, (c) construction shall be accomplished with minimal removal of existing trees and canopy cover and shall be conducted in a manner that minimizes any impairment of the Conservation Values of the Property, (d) it must not exceed 20 feet in width, (e) the materials utilized in the construction and maintenance of the road shall be permeable (e.g., crushed concrete) to allow adequate water/run-off percolation into the ground, (f) prior to the commencement of construction Grantee's written approval of the location of the new driveway, and construction methods and materials, must be obtained, with such approval not being unreasonably withheld, (g) is entirely contained in the Building Envelope, (h) is not longer than the existing access driveway that is to be abandoned; and (i) the new driveway does not significantly impact the Conservation Values of the Property.

Grantor shall have the right to open, maintain and utilize those trails that were open and utilized at one time, but are currently overgrown, and documented as such in the Baseline Documentation. Trails re-opened pursuant to the previous sentence may be re-opened only to the extent of their prior length and width and the surface of such trails may not be improved in any way.

No more than 1,000 linear feet of trails shall be permitted on the Property including the replacement access driveway referenced above. No other roads or trails may be constructed or created on the Property. Fire lines created for the sole purpose of prescribed fire management and habitat restoration of the Property, as described in V. G. below and in the Stewardship Plan, shall not constitute a violation of this general prohibition on new trails and roads. Notwithstanding anything contained herein, fire lines shall be no wider than ten (10) feet in width and trails shall be no wider than six (6) feet in width, without the prior written consent of Grantee, which consent shall lie within Grantee's sole discretion.

There shall be no operation of motorized vehicles except: (i) within the Building Envelope, or (ii) outside of the Building Envelope on established roads and firebreaks, or (iii) unless necessary to protect or enhance the Conservation Values, or (iv) for emergency purposes.

iii) Utility Services and Septic Systems.

Installation, maintenance, repair, replacement, removal, and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities to for the sole purpose of serving the New Residence and Appurtenant Structures on the Property are permitted herein, and the right to grant easements over and under the Property for such limited purposes, is permitted subject to Grantee's prior written consent, which consent shall not be unreasonably withheld and provided that the impact of such installation and maintenance on the Conservation Values minimized to the greatest extent possible. Installation, maintenance, repair or improvement of a one (1) septic or other underground sanitary system, for the benefit of the New Residence and Appurtenant Structures, is permitted, provided such septic system is located at least 150 feet from any wetland areas, sinkholes or karst features. All other utilities are prohibited on the Property including, but not limited to, commercial cellular communication towers or structures.

iv) Signs.

Grantor or Grantee may erect and maintain reasonable non-commercial signs indicating the owner of the Property, the name of the Property, boundary markers, directional signs, regulatory signs, interpretative signs, and signs designating the Property as land under the protection of Grantee. Any signs erected pursuant to this provision shall conform to the nature and character of the Property.

C. WATER RESOURCES

Grantor may continue to operate, maintain and replace the existing, non-commercial, ground water well, located on the Property, incident to the permitted residential and agricultural uses on the Property. Grantor may elect to discontinue use of the existing ground water well and install, operate and maintain one (1) non-commercial ground water well within the Building Envelope to service the New Residence and Appurtenant Structures (the "New Well"), provided Grantor properly caps the existing groundwater well, according to approved guidelines prior to the installation of the New Well. Grantor shall provide Grantee 30 days prior notice to the abandonment of the existing groundwater well. The operation, maintenance, replacement and installation of the operational groundwater well shall be subject to legally required permits and regulations. Notwithstanding the right to construct and operate a ground water well, there shall

be no activities conducted on the Property that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Notwithstanding anything contained herein to the contrary, there shall be no commercial water wells on the Property.

D. COMMERCIAL ACTIVITY

Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity is prohibited. The parties agree that this paragraph shall prohibit the use of the Property for commercial recreational activities within the meaning of Section 2031(c)(8)(B) of the Internal Revenue Code.

E. AGRICULTURAL ACTIVITY

There shall be no agricultural use of the Property except as specifically provided in Articles IV(E) and IV(H).

Grantor shall be permitted to keep and house domesticated pets such as cats and dogs, and livestock (but not cattle or swine) within the Building Envelope. In addition, Grantor may grow fruits and vegetables within no more than two (2) acres of the Building Envelope. Provided all such uses shall not have an adverse impact on the Conservation Values of the Property and shall be carried out in accordance with the Conservation Easement Stewardship Plan.

Grantor shall not introduce, or allow the intentional introduction or propagation of non-native plant or animal species, including the above mentioned livestock, that in the sole discretion of Grantee may have an adverse impact on the Conservation Values of the Property.

Grantor shall to the greatest degree practical, as set forth in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Animal Species, as described in 68-5, F.A.C. and 379, F.S., and specifically listed as nonnative and regulated by the Florida Fish and Wildlife Conservation Commission as Conditional and Prohibited Nonnative Wildlife, or in an amended or successor list, or if that list is no longer maintained, in a similar list agreed to by the Grantor and Grantee.

Notwithstanding anything contained herein to the contrary, no agriculture or livestock shall be allowed within a 75-foot buffer around wetland areas, sinkholes and other karst features.

F. BIOCIDES AND FERTILIZER

There shall be no storage of, or application of, biocides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides) on the Property, except:

i) these products may be stored and used in limited quantities on the Property in strict conformance with the manufacturer's instructions and to further the Purpose of this Easement;

ii) biocides may be used in a reasonable manner for conservation purposes with Grantee's prior written consent to control and eradicate Nuisance Exotic Plant Species as defined in Article IV, paragraph H, or for the removal of off-site native vegetation to restore natural communities as described in Article IV, paragraph G;

iii) biocides and fertilizer may be used in a reasonable manner in relation to the allowed agriculture use described in Article IV, paragraph E, and shall be applied in accordance with the product label and according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time; and

iv) for ordinary household purposes within the Building Envelope.

G. HABITAT RESTORATION

The Grantor shall retain and have the right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Conservation Easement Stewardship Plan approved by Grantee. Grantor retains the right to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

H. REMOVAL OF VEGETATION, TIMBER AND INTRODUCTION OF EXOTIC PLANTS

There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or harvesting or removal of timber except as follows: (a) to carry out the rights reserved in Article IV, paragraphs B, E, F and G, (b) with respect to trees or vegetation that are diseased, rotten, damaged, or fallen, or that are a safety or health hazard, (c) as is necessary to maintain existing roads and trails depicted in the Baseline Documentation, (d) for personal use, up to four (4) non-wetland tree species may be harvested per year, (e) to control and/or eradicate all Nuisance Exotic Plant Species as described below, or (f) to minimize shading of solar facilities that may be installed on the new structures provided: (i) Grantee's prior written consent is obtained, which consent shall not be unreasonably withheld, and (ii) provided that the impact of such installation and maintenance on the Conservation Values is limited to the minimum extent possible, and (iii) the removal of trees for this specific purpose is confined to the Building Envelope and no trees are removed for this specific purpose outside of the Building Envelope.

Notwithstanding anything contained in this Agreement to the contrary, timber harvesting in the natural wetlands and cutting or removing cypress from the Property is prohibited.

Grantor shall not, nor allow others to, introduce, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Weed List (62C-52, F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.), 5) listed in an amended or successor list to any of the above lists, and 6) a similar list contained in the Conservation Easement Stewardship Plan. The lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species". Grantor shall to the degree practical,

as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Property, together with the right of ingress and egress to the Property for the purpose of exercising such right. Under no circumstances, shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

I. RECREATIONAL USE OF PROPERTY

The right to observe, maintain and photograph the Property and use of the Property for non-commercial hiking, bicycle riding, horseback riding, hunting and fishing is expressly reserved, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated in this Conservation Easement and are not inconsistent with the Purpose of this Conservation Easement.

J. MORTGAGE

The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Conservation Easement.

K. EXCLUSIVE USE

The right to exclusive use of the Property subject to the rights granted to Grantee in this Conservation Easement.

L. DUMPING

No soil, trash, liquid or solid waste or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

M. MINING

There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances.

N. ENDANGERED SPECIES

Actions or activities that may reasonably be expected to adversely affect threatened or endangered species are prohibited.

ARTICLE V. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose.

ARTICLE VI. GRANTEE'S REMEDIES

A. REMEDIES

If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. NO WAIVER

Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. WAIVER OF CERTAIN DEFENSES

Grantor hereby waives any defense of laches, estoppel, adverse possession or prescription.

D. ACTS BEYOND GRANTOR'S CONTROL

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. HOLD HARMLESS

Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article VIII, paragraphs B and C; and (3) the existence or administration of this Easement.

ARTICLE VII. CONSERVATION EASEMENT STEWARDSHIP PLAN

A Conservation Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies and management responsibilities, shall be developed and mutually agreed upon by the parties prior to execution and delivery of this Conservation Easement. The Conservation Easement Stewardship Plan shall reflect the Purpose and covenants of this Conservation Easement and nothing in the Conservation Easement Stewardship Plan shall conflict with the Purpose or any covenant of this Conservation Easement. The initial Conservation Easement Stewardship Plan shall be prepared by Grantor and approved in writing by Grantee prior to delivery and acceptance of this Conservation Easement. Grantor and Grantee shall meet on or before the anniversary of the date of the execution of this Conservation Easement each year to review the previous twelve (12) months of activity covered in the Conservation Easement Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. The Conservation Easement Stewardship Plan and future revisions thereto shall describe the desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

The Conservation Easement Stewardship Plan shall be amended, if necessary, by Grantor, every ten years, provided however, all amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Conservation Easement Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Conservation Easement Stewardship Plan to the extent necessary to insure that it fully and accurately reflects the provisions of this Conservation Easement. Should Grantee not respond to the submitted Conservation Easement Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties

fail to agree on a revised Conservation Easement Stewardship Plan, the then existing plan shall continue in effect.

ARTICLE VIII. MISCELLANEOUS

A. EMERGENCIES

The term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Purpose of this Conservation Easement or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

B. COSTS AND LIABILITIES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

C. TAXES

Grantor shall pay before delinquency all ad valorem or other taxes, fees, charges or assessments which may now or hereinafter be assessed or charged against the Property and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor reserves the right to contest taxes and assessments. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

D. GRANTOR'S GENERAL WARRANTY OF TITLE

Grantor hereby warrants that the Property is free from all encumbrances created by Grantor and agrees to defend Grantee's interest in the Property created by this Conservation Easement against the lawful claims of all persons whatsoever.

E. EXTINGUISHMENT

If circumstances arise in the future such as render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, in accordance with Article VIII, paragraph F. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses

allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

F. PROCEEDS

This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article VIII, paragraph E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by ____ which is the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

G. CONDEMNATION

If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee's share of condemnation proceeds recovered shall be determined by multiplying that amount received by the ratio set forth in Article VIII, paragraph F. Grantee shall use any proceeds received under the circumstances described in this paragraph G in a manner consistent with the conservation purposes exemplified by this grant.

H. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. All subsequent Grantors shall contact Grantee within twenty (20) days following transfer of fee title to the Property to schedule a meeting for the purposes of coordination and planning. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Conservation Easement or limit its enforceability in any way.

I. SUCCESSORS

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

J. NON-MERGER

Grantor and Grantee agree that terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interest in the Property.

K. NOTICES

The Grantor shall notify the Grantee before undertaking any activity that may reasonably be expected to have an adverse impact on the Conservation Values. Such notice shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purpose of this Conservation Easement. The Grantee may permit the proposed activity only if the Grantee determines that such activity (i)

does not violate the Purpose of this Conservation Easement and (ii) either enhances or does not impair the Conservation Values. Notwithstanding the foregoing, the Grantee and the Grantor have no right or power to agree to any activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either sent by certified mail return receipt requested or sent by overnight courier to the parties as set forth herein, or to such other addresses such party may establish in writing to the other.

Notice to Grantor shall be sent to:
Erick D. Smith
P.O. Box 12417
Gainesville, FL 32604

Notice to Grantee shall be sent to:
Alachua County Board of County Commissioners,
Attn: Environmental Protection Department, Land Conservation Division
P.O. Box 2877 Gainesville, FL 32602-2877

Except as otherwise specifically provided herein, whenever a consent or approval is required from either Grantor or Grantee, the party seeking the consent or approval shall send a written request for such consent or approval to the other party as specified above and such other party shall respond to the request within sixty (60) business days of its receipt. Notwithstanding anything contained herein to the contrary, if any consent or approval is required from the Alachua County Board of County Commissioners or another Grantee government entity, Grantee shall have sixty (60) days following Grantee's duly noticed board meeting at which the item was duly noticed and acted upon. In the event that the consenting or approving party fails to respond within the sixty (60) business day period, its consent or approval shall be implied, provided, however, that no consent or approval shall be implied for any activity on the Property that is inconsistent with the Purpose of this Conservation Easement.

L. RECORDATION
Grantee shall record this instrument in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

M. NON-HOMESTEAD CERTIFICATION
Grantor hereby certifies that if a Grantor who is married signs this Conservation Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

N. AMENDMENTS
The terms and provisions of this Conservation Easement may be amended by the mutual consent of the parties hereto, provided that no such amendment shall be made that will adversely affect

the qualification of this Easement for the tax benefits available or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code. Any such amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall not result in any diminution of protection of the Conservation Values. Nothing herein shall require Grantee to agree to any amendment. No amendment shall be effective until executed with the formality of a deed and delivered..

O. CONTROLLING LAW
The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Conservation Easement.

P. LIBERAL CONSTRUCTION
Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Q. SEVERABILITY
If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

R. JOINT OBLIGATION
The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

S. TERMINATION OF RIGHTS AND OBLIGATIONS
A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

T. CAPTIONS
The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written.

Witnesses:

GRANTOR:

_____

Signature of first witness

_____

Erick D. Smith

_____

Printed name of first witness

_____

Signature of second witness

_____

Printed name of second witness

STATE OF _____)
)
COUNTY OF_____)

SWORN TO and subscribed before me this_____ day of _____, 2011, by **ERICK D. SMITH**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____

Notary Public

_____

(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

ALACHUA COUNTY, FLORIDA
By its Board of County Commissioners

By:

_____
Lee Pinkoson, Chair

ATTEST:

Date:_____

By:_____
J.K. Irby, Clerk

Approved as to Form:

Attorney:_____

Date Executed:_____

(Seal)

EXHIBIT A TO CONSERVATION EASEMENT
LEGAL DESCRIPTION

Parcel D of LAKE FOREST, as more particularly described as follows:
A parcel of land which includes Lots 38, 39, 40, 38A, 39A, 40A, and that certain unnumbered lot in LAKE FOREST – LAKE FARMS subdivision, located south of Lots 36A through 40A, inclusive, all as per the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
Parcel D is more particularly described as follows:
The Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, and Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – LAKE FARMS according to the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
LESS AND EXCEPT:
Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – GAINESVILLE – LAKE FARMS, a subdivision as per plat thereof recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida AND the East ten (10) acres of an unnumbered lot in said plat, said unnumbered lot being more particularly described as the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, Alachua County, Florida, less any rights-of-way as per plat thereof.
Parcel Identification Number: 17899-001-000

EXHIBIT B TO THE CONSERVATION EASEMENT
BASELINE DOCUMENTATION REPORT
(to be attached prior to closing)

EXHIBIT C TO THE OPTION
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority personally appeared ERICK D. SMITH, a single man, who being by me first duly sworn, deposes and states:

1. That the undersigned, hereinafter referred to as the "Seller", is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "the Property")

2. That the Seller is this day (the "Closing Date") conveying a perpetual conservation easement on the Property to ALACHUA COUNTY, FLORIDA, hereinafter referred to as the "Purchaser".

3. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

4. As of the Closing Date, the Seller warrants and represents, in accordance with and subject to paragraphs 4.A. and 4.B. of the Option Agreement for Sale and Purchase between Seller and Purchaser, to the Purchaser, its successors and assigns that:

(i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of the Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Seller, and to the best of Seller's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5. That Seller makes this Affidavit for the purpose of inducing the Purchaser to purchase a perpetual conservation easement on the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

ERICK D. SMITH, a single man

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 1st day of August, 2011, by **ERICK D. SMITH,** a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

GINA M. HUNT
MY COMMISSION # DD 753463
EXPIRES: January 29, 2012
Bonded Thru Notary Public Underwriters

(NOTARY PUBLIC SEAL)

Notary Public

Gina M. Hunt
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD 753463

My Commission Expires: 1/29/12

ADDENDUM NO. 1
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the perpetual conservation easement on the Property are: (If "None", please write "None"-Do not leave blank)

Name	Address	Reason for Payment	Amount
None			

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of the Easement to Alachua County: **(If "None", please write "None"-Do not leave blank)**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
None			

ERICK D. SMITH, a single man

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 1st day of August, 2011, by **ERICK D. SMITH**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Gina M. Hunt
Notary Public

GINA M. HUNT
MY COMMISSION # DD 753463
EXPIRES: January 29, 2012
Bonded Thru Notary Public Underwriters

Gina M. Hunt
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD753463
My Commission Expires: 1/29/12

OPTION AGREEMENT FOR SALE AND PURCHASE

WHEREAS, ERICK D. SMITH, a single man, whose address is P.O. Box 12417, Gainesville, Florida 32604, is the owner in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described below; and

WHEREAS, the owner intends that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

WHEREAS, the owner further intends, as owner of the property described in this Option Agreement, to convey to Alachua County the right to preserve and protect the conservation values of the referenced property in perpetuity; and

WHEREAS, Alachua County is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

WHEREAS, Alachua County desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of Alachua County, pursuant to section 704.06, Florida Statutes;

NOW, THEREFORE:

THIS AGREEMENT is made this ____ day of _____, 2011, between **ERICK D. SMITH,** a single man, whose address is P.O. Box 12417, Gainesville, Florida 32604, and whose representative is David Menet, Esquire, 3940 NW 16th Boulevard, Building B, Gainesville, Florida 32605-3502, as "Seller" and **ALACHUA COUNTY**, a charter county and political subdivision of Florida (the "County"), with an address at 12 S.E. 1st Street, Gainesville, FL 32602-2877, and its successors and assigns, as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Alachua County, Florida, described in Exhibit "A" ("Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties but exercise of the option is effective only if Purchaser gives written notice of exercise to Seller. The exercise of the option is subject to approval by the Alachua County Board of County Commissioners (the "Board") and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 (the "County").

2. OPTION TERMS. The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 90 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3. A. PURCHASE PRICE. The purchase price for the Easement is SIXTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 ($63,750.00) ("Initial Purchase Price") which, after credit for the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the Board, by County check) at closing. Seller hereby authorizes Purchaser to issue a County check or deliver cash for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Purchase Price, hereinafter defined, by Purchaser and upon confirmation that the Final Purchase Price is not in excess of the maximum value of the Property as determined in accordance with applicable County rules and regulations ("County Approved Value"). The determination of the County Approved Value and the Final Purchase Price can only be made after the completion and the County's approval of the survey required in paragraph 5.

3. B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, Purchaser determines that the Initial Purchase Price exceeds the County Approved Value of the Property, the Initial Purchase Price will be reduced to the County Approved Value of the Property (herein the "Final Purchase Price"). If the Final Purchase Price is less than the Initial Purchase Price because of a reduction in the County Approved Value of the Property, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Purchaser of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from Purchaser of the Final Purchase Price. If Seller fails to give Purchaser a written notice of termination within the aforesaid time period from receipt of Purchaser's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price.

4. A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

4. B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its

sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 2% of the Final Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the easement, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring marketable title to the Easement in the amount of the purchase price. Seller shall reimburse Purchaser for Purchaser's cost of the owner's title insurance policy referenced herein (limited to the title insurance premium, abstracting or search fee, title examination fee, and closing fee). Seller's reimbursement for title costs shall be offset against and deducted from the Final Purchase Price to be paid to Seller, or Seller's designated agent, at closing. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Any violation of federal, state or local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions shall be considered a title defect. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing any title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

Seller acknowledges that Paragraph 11 of the Declaration of Restrictions, Protective Covenants and Easements for Parcels A-F, Lake Forest-Lake Farms recorded in Plat Book 1873, Page 1487, Alachua County, contains certain drainage rights that are unacceptable title defects (the "Drainage Rights"). Seller represents and warrants that Seller shall resolve the Drainage Rights title defect to the Purchaser's satisfaction prior to the Option Expiration Date. Notwithstanding anything contained herein to the contrary, if Seller fails to resolve the Drainage Rights title defect prior to the Option Expiration Date, then Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit "B", free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

9. SUBORDINATION. If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument, in a form acceptable to Purchaser, that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement.

10. A. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the easement described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section

627.7842, Florida Statutes, and an environmental affidavit in the form attached hereto as Exhibit "C".

10. B. BASELINE DOCUMENTATION. Purchaser shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline documentation shall be borne by Seller. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefore absorbed in the same manner the cost of the baseline documentation is absorbed.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the easement described in paragraph 8. of this Agreement and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Conservation Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental audit, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 20 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed $5,000 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b)

extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the benefit of the holder of the Conservation Easement over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Conservation Easement.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description

contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the easement described in paragraph 8. of this Agreement.

30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. NONCASH CHARITABLE CONTRIBUTION. Notwithstanding anything in this Agreement to the contrary, it is understood between the parties that it is Seller's intent to claim a noncash charitable contribution to the County. Purchaser acknowledges that the Seller intends to claim a noncash charitable contribution to the County. Purchaser's acknowledgment, however, does not represent any concurrence in the Seller's claimed fair market value. Upon receipt of the Property, Purchaser agrees to complete Part IV of Internal Revenue Service form 8283 for Seller.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE AUGUST 31, 2011, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) CONFIRMATION THAT THE FINAL PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE EASEMENT, AND (2) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

WITNESSES AS TO SELLER

Print Name: GHUA FLORES

Print Name: Pamela B. Johnson

SELLER

ERICK D. SMITH, a single man

Date signed by Seller: August 1st, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 1st day of August, 2011, by **ERICK D. SMITH**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

GINA M. HUNT
MY COMMISSION # DD 753463
EXPIRES: January 29, 2012
Bonded Thru Notary Public Underwriters

(NOTARY PUBLIC SEAL)

Notary Public

Gina M. Hunt
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD753463

My Commission Expires: 1/29/12

PURCHASER

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chairman

J.K. Irby, Clerk

(SEAL)

Approved as to form:

_____
County Attorney

EXHIBIT A TO OPTION AGREEMENT
LEGAL DESCRIPTION

Parcel D of LAKE FOREST, as more particularly described as follows:
A parcel of land which includes Lots 38, 39, 40, 38A, 39A, 40A, and that certain unnumbered lot in LAKE FOREST – LAKE FARMS subdivision, located south of Lots 36A through 40A, inclusive, all as per the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
Parcel D is more particularly described as follows:
The Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, and Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – LAKE FARMS according to the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
LESS AND EXCEPT:
Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – GAINESVILLE – LAKE FARMS, a subdivision as per plat thereof recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida AND the East ten (10) acres of an unnumbered lot in said plat, said unnumbered lot being more particularly described as the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, Alachua County, Florida, less any rights-of-way as per plat thereof.
Parcel Identification Number: 17899-001-000

EXHIBIT B TO THE OPTION AGREEMENT
CONSERVATION EASEMENT

This instrument prepared by and return to:
David Wagner, County Attorney
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877

Project Name: Lake Forest Creek- Smith

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of _____, 2011, by **Erick D. Smith,** whose address is P.O. Box 12417 Gainesville, FL 32604 ("Grantor"), in favor of **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, ("Grantee").

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the successors and assigns of Grantor and Grantee, and the provisions of this Conservation Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their successors and assigns.

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the "Property"); and,

WHEREAS, the Property qualifies as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems," as that phrase is used in Section 170(h)(4)(a)(ii) of the Internal Revenue Code; and

WHEREAS, Grantor and Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to Grantee of a perpetual Conservation Easement on, under, over, and across the Property, to conserve the Property's character, ecological integrity, hydrologic integrity, and geologic features and to protect the animal and plant populations on the Property; altogether known as the "Conservation Values" of the Property and further described below that make the Property unique and important to protect; and

WHEREAS, the Property is composed predominantly of uplands including sandhill, upland pine forest, and upland mixed forest; and wetlands. The Property serves as important habitat for the State-listed gopher tortoise, Eastern indigo snake, Sherman's fox squirrel and Florida mouse.

WHEREAS, the specific Conservation Values of the Property are documented in the "Baseline Documentation Report for the Smith Conservation Easement Tract in Alachua County, Florida", ("Baseline Documentation"), dated _____ which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant and which Baseline Documentation establishes the condition of the Property at the time of the grant as provided in Treasury Regulation Section 1.170A-14(g)(5). The Baseline Documentation shall be signed by Grantor and Grantee and shall be maintained on file with Grantor and also in the offices of the Alachua County Environmental Protection Department and is incorporated by this reference. A copy of the Baseline Documentation is available from the County department on request. Exhibit "B" contains a copy of a map of the Property as contained within the Baseline Documentation; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of those existing land use patterns that do not impair or interfere with those values; and

WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, and Section 170(h) of the Internal Revenue Code, to hold Conservation Easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses allowed by the terms of this Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Conservation Easement has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity as defined herein; and

THEREFORE, to achieve these purposes, and in consideration of the sum of one hundred dollars ($100.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Conservation Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement").

ARTICLE I. DURATION OF CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is a Conservation Easement, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF CONSERVATION EASEMENT

The purpose of this Conservation Easement ("Purpose") is to retain, maintain and enhance the wildlife, plants and natural communities of the Property in their natural, scenic, wooded condition by preserving in perpetuity the Conservation Values of the Property, as described above and as depicted in the Baseline Documentation, through land stewardship practices guided by the following principles

- Maintenance, enhancement and ecological restoration of native plant and wildlife habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of open space and the scenic and other distinctive natural characteristics of the landscape;
- Control of soil erosion; and
- Protection of surface water quality and recharge to the Floridan Aquifer, wetlands, and riparian areas.

Grantor intends that this Conservation Easement will confine the use of the Property to such existing uses and to such future activities, as are consistent with the Purpose of this Conservation Easement.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the Purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

A. PROTECTION OF CONSERVATION VALUES

The right to enforce protection of the Conservation Values of the Property.

B. TRANSFER AND ASSIGNMENT

The right of Grantee to assign its rights and obligations under this Conservation Easement, but only to an organization that is, at the time of the assignment, both (i) a "qualified organization" as that term is defined in Section 170(h) of the Internal Revenue Code, and (ii) authorized to acquire and hold conservation easements under Section 704.06 of the Florida Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property so that the Purpose of this grant may continue to be carried out.

C. GRANTEE'S ACCESS AND MONITORING

The right of ingress and egress to the Property and to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. PROTECTION OF GRANTEE'S INTEREST

The right to prevent any activity on or use of the Property that is inconsistent with the Purpose or provisions of this Conservation Easement or the Conservation Easement Stewardship Plan, and to require Grantor's restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, at Grantor's cost.

E. PROTECTION OF NATURAL RESOURCES

The right to have the Property maintained as reflected in the Baseline Documentation, as the Property may develop through the forces of nature hereafter and subject only to the exercise of Grantor's reserved rights and the Rights Granted to the Grantee, as described in this Conservation Easement.

F. RIGHT OF FIRST REFUSAL.

Grantor hereby grants to Grantee a "Right of First Refusal" to purchase the Property, or any interest in the Property, which Grantor hereafter wishes to sell. Grantor shall notify Grantee in writing of Grantor's intent to accept an offer to sell the Property, or any interest in it, to a third party purchaser whose name and address shall be included in the notice. Grantee shall have one-hundred twenty (120) days from receipt of such notification within which to provide Grantee's written notice to Grantor of Grantee's intention to purchase the Property upon the same terms and conditions as said offer. If Grantee notifies the Grantor that Grantee has decided not to purchase the Property, or, in the event Grantee fails to notify Grantor, within one-hundred twenty (120) days, of its intent to purchase the Property, then Grantor may sell the Property to the person named in Grantor's notice. If Grantor does not sell the Property to said named person under the terms and conditions represented to Grantee, then Grantee shall have the same right of first refusal before Grantor may accept an offer from another purchaser. This right of first refusal shall apply to any voluntary or involuntary transfer of the Property to any other entity, including a devise by will or intestacy; however, this right of first refusal is not applicable to a transfer of Grantor's property by Grantor to Grantor's spouse, children, or grandchildren. The parties specifically intend that this right of first refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors.

G. INDEMNIFICATION

The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property or arising out of any condition of the Property known to Grantor to the best of Grantor's knowledge.

ARTICLE IV. PROHIBITED, RESTRICTED AND PERMITTED USES

Grantor reserves to Grantor and to Grantor's personal representatives, successors, heirs and assigns, the right to engage in the following specific permitted uses of the Property, subject to the prohibitions and restrictions contained herein. Notwithstanding anything contained herein to the contrary, any activity on or use of the Property inconsistent with the Purpose is prohibited.

A. DEVELOPMENT RIGHTS AND SUBDIVISION

There shall be no division, partitioning, or subdivision in any manner of the Property, notwithstanding that the Protected Property may be the subject of an approved subdivision. A boundary line adjustment shall not be considered a division provided either: (i) each parcel affected by the boundary line adjustment is subject to a conservation easement granted to Grantee, which conservation easement contains terms and conditions at least as protective of the Conservation Values as the terms and conditions of this Conservation Easement, or (ii) advance written approval of the boundary line adjustment is obtained from Grantee.

All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as specifically reserved to Grantor in this Article are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

B. IMPROVEMENTS AND NEW CONSTRUCTION

i) Building Envelopes, Existing Structures, Single-Family Residential Dwelling and Appurtenant Structures.

The Property contains existing structures, as documented in the Baseline Documentation ("Existing Structures"), which may be used in their current locations and condition. The Existing Structures may be demolished and rebuilt, but only within in the Building Envelope described below. Rebuilding of the structures shall be in accordance with applicable law and Grantor shall provide Grantee 30 days prior notice to the commencement of demolition. The Existing Structures shall in no way be considered or utilized as residential structures, nor shall they be equipped with kitchen or bathroom facilities.

One (1) single-family residence ("New Residence") and associated appurtenant structures, including but not limited to cultivated gardens, pole barns, sheds, swimming pools and above and below ground storage tanks (collectively, the "Appurtenant Structures") may be constructed on the Property in accordance with the terms and conditions contained herein. The New Residence and Appurtenant Structures shall be located in one area consisting of four (4)

contiguous acres, the location of which shall be depicted on the Baseline Documentation (the "Building Envelope"). Construction of the New Residence and Appurtenant Structures shall be subject to the following covenants and restrictions: (a) prior to the commencement of any construction, Grantee's written approval must be obtained, with respect to the location of all improvements, including septic system, and construction methods and materials, provided however, such approval not being unreasonably withheld, (b) all construction shall be in strict conformity with all applicable local and state laws and requirements, (c) construction shall be accomplished with minimal removal of existing trees and canopy cover and shall be conducted in a manner that minimizes any impairment to the Conservation Values of the Property, (d) the septic system shall comply with the best technology reasonably available at the time for the purpose of minimizing any impact of the septic system to the Conservation Values, (e) stormwater runoff will be directed away from slopes and sited for maximum infiltration, and (f) all new structures, and excluding septic systems (described in IV.B(iii) below), shall be located at least 75 feet from any wetland areas, sinkholes or karst features.

All impervious surfaces located on the Property, including those existing on the date of this Easement, as itemized in the Baseline Documentation, shall not exceed a total footprint of 10,000 square feet.

Grantor shall have the right to create cultivated gardens, which shall be completely contained within the Building Envelope and shall be limited to no more than two (2) acres of the Building Envelope.

ii) Roads, Trails and Motorized Vehicles.

The existing access driveway into the Property, as identified in the Baseline Documentation may be transitioned into a firebreak/trail and abandoned as an access driveway. In the event that the above mentioned access driveway is converted to a firebreak or trail, Grantor shall have the right to construct and maintain one (1) new driveway to provide access to the New Residence and Appurtenant Structures, provided: (a) it be done in strict conformity with all applicable laws and requirements, (b) it be maintained at Grantor's sole expense, (c) construction shall be accomplished with minimal removal of existing trees and canopy cover and shall be conducted in a manner that minimizes any impairment of the Conservation Values of the Property, (d) it must not exceed 20 feet in width, (e) the materials utilized in the construction and maintenance of the road shall be permeable (e.g., crushed concrete) to allow adequate water/run-off percolation into the ground, (f) prior to the commencement of construction Grantee's written approval of the location of the new driveway, and construction methods and materials, must be obtained, with such approval not being unreasonably withheld, (g) is entirely contained in the Building Envelope, (h) is not longer than the existing access driveway that is to be abandoned; and (i) the new driveway does not significantly impact the Conservation Values of the Property.

Grantor shall have the right to open, maintain and utilize those trails that were open and utilized at one time, but are currently overgrown, and documented as such in the Baseline Documentation. Trails re-opened pursuant to the previous sentence may be re-opened only to the extent of their prior length and width and the surface of such trails may not be improved in any way.

No more than 1,000 linear feet of trails shall be permitted on the Property including the replacement access driveway referenced above. No other roads or trails may be constructed or created on the Property. Fire lines created for the sole purpose of prescribed fire management and habitat restoration of the Property, as described in V. G. below and in the Stewardship Plan, shall not constitute a violation of this general prohibition on new trails and roads. Notwithstanding anything contained herein, fire lines shall be no wider than ten (10) feet in width and trails shall be no wider than six (6) feet in width, without the prior written consent of Grantee, which consent shall lie within Grantee's sole discretion.

There shall be no operation of motorized vehicles except: (i) within the Building Envelope, or (ii) outside of the Building Envelope on established roads and firebreaks, or (iii) unless necessary to protect or enhance the Conservation Values, or (iv) for emergency purposes.

iii) Utility Services and Septic Systems.

Installation, maintenance, repair, replacement, removal, and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities to for the sole purpose of serving the New Residence and Appurtenant Structures on the Property are permitted herein, and the right to grant easements over and under the Property for such limited purposes, is permitted subject to Grantee's prior written consent, which consent shall not be unreasonably withheld and provided that the impact of such installation and maintenance on the Conservation Values minimized to the greatest extent possible. Installation, maintenance, repair or improvement of a one (1) septic or other underground sanitary system, for the benefit of the New Residence and Appurtenant Structures, is permitted, provided such septic system is located at least 150 feet from any wetland areas, sinkholes or karst features. All other utilities are prohibited on the Property including, but not limited to, commercial cellular communication towers or structures.

iv) Signs.

Grantor or Grantee may erect and maintain reasonable non-commercial signs indicating the owner of the Property, the name of the Property, boundary markers, directional signs, regulatory signs, interpretative signs, and signs designating the Property as land under the protection of Grantee. Any signs erected pursuant to this provision shall conform to the nature and character of the Property.

C. WATER RESOURCES

Grantor may continue to operate, maintain and replace the existing, non-commercial, ground water well, located on the Property, incident to the permitted residential and agricultural uses on the Property. Grantor may elect to discontinue use of the existing ground water well and install, operate and maintain one (1) non-commercial ground water well within the Building Envelope to service the New Residence and Appurtenant Structures (the "New Well"), provided Grantor properly caps the existing groundwater well, according to approved guidelines prior to the installation of the New Well. Grantor shall provide Grantee 30 days prior notice to the abandonment of the existing groundwater well. The operation, maintenance, replacement and installation of the operational groundwater well shall be subject to legally required permits and regulations. Notwithstanding the right to construct and operate a ground water well, there shall

be no activities conducted on the Property that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Notwithstanding anything contained herein to the contrary, there shall be no commercial water wells on the Property.

D. COMMERCIAL ACTIVITY

Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity is prohibited. The parties agree that this paragraph shall prohibit the use of the Property for commercial recreational activities within the meaning of Section 2031(c)(8)(B) of the Internal Revenue Code.

E. AGRICULTURAL ACTIVITY

There shall be no agricultural use of the Property except as specifically provided in Articles IV(E) and IV(H).

Grantor shall be permitted to keep and house domesticated pets such as cats and dogs, and livestock (but not cattle or swine) within the Building Envelope. In addition, Grantor may grow fruits and vegetables within no more than two (2) acres of the Building Envelope. Provided all such uses shall not have an adverse impact on the Conservation Values of the Property and shall be carried out in accordance with the Conservation Easement Stewardship Plan.

Grantor shall not introduce, or allow the intentional introduction or propagation of non-native plant or animal species, including the above mentioned livestock, that in the sole discretion of Grantee may have an adverse impact on the Conservation Values of the Property.

Grantor shall to the greatest degree practical, as set forth in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Animal Species, as described in 68-5, F.A.C. and 379, F.S., and specifically listed as nonnative and regulated by the Florida Fish and Wildlife Conservation Commission as Conditional and Prohibited Nonnative Wildlife, or in an amended or successor list, or if that list is no longer maintained, in a similar list agreed to by the Grantor and Grantee.

Notwithstanding anything contained herein to the contrary, no agriculture or livestock shall be allowed within a 75-foot buffer around wetland areas, sinkholes and other karst features.

F. BIOCIDES AND FERTILIZER

There shall be no storage of, or application of, biocides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides) on the Property, except:

i) these products may be stored and used in limited quantities on the Property in strict conformance with the manufacturer's instructions and to further the Purpose of this Easement;

ii) biocides may be used in a reasonable manner for conservation purposes with Grantee's prior written consent to control and eradicate Nuisance Exotic Plant Species as defined in Article IV, paragraph H, or for the removal of off-site native vegetation to restore natural communities as described in Article IV, paragraph G;

iii) biocides and fertilizer may be used in a reasonable manner in relation to the allowed agriculture use described in Article IV, paragraph E, and shall be applied in accordance with the product label and according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time; and

iv) for ordinary household purposes within the Building Envelope.

G. HABITAT RESTORATION

The Grantor shall retain and have the right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Conservation Easement Stewardship Plan approved by Grantee. Grantor retains the right to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

H. REMOVAL OF VEGETATION, TIMBER AND INTRODUCTION OF EXOTIC PLANTS

There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or harvesting or removal of timber except as follows: (a) to carry out the rights reserved in Article IV, paragraphs B, E, F and G, (b) with respect to trees or vegetation that are diseased, rotten, damaged, or fallen, or that are a safety or health hazard, (c) as is necessary to maintain existing roads and trails depicted in the Baseline Documentation, (d) for personal use, up to four (4) non-wetland tree species may be harvested per year, (e) to control and/or eradicate all Nuisance Exotic Plant Species as described below, or (f) to minimize shading of solar facilities that may be installed on the new structures provided: (i) Grantee's prior written consent is obtained, which consent shall not be unreasonably withheld, and (ii) provided that the impact of such installation and maintenance on the Conservation Values is limited to the minimum extent possible, and (iii) the removal of trees for this specific purpose is confined to the Building Envelope and no trees are removed for this specific purpose outside of the Building Envelope.

Notwithstanding anything contained in this Agreement to the contrary, timber harvesting in the natural wetlands and cutting or removing cypress from the Property is prohibited.

Grantor shall not, nor allow others to, introduce, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Weed List (62C-52, F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.), 5) listed in an amended or successor list to any of the above lists, and 6) a similar list contained in the Conservation Easement Stewardship Plan. The lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species". Grantor shall to the degree practical,

as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Property, together with the right of ingress and egress to the Property for the purpose of exercising such right. Under no circumstances, shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

I. RECREATIONAL USE OF PROPERTY

The right to observe, maintain and photograph the Property and use of the Property for non-commercial hiking, bicycle riding, horseback riding, hunting and fishing is expressly reserved, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated in this Conservation Easement and are not inconsistent with the Purpose of this Conservation Easement.

J. MORTGAGE

The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Conservation Easement.

K. EXCLUSIVE USE

The right to exclusive use of the Property subject to the rights granted to Grantee in this Conservation Easement.

L. DUMPING

No soil, trash, liquid or solid waste or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

M. MINING

There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances.

N. ENDANGERED SPECIES

Actions or activities that may reasonably be expected to adversely affect threatened or endangered species are prohibited.

ARTICLE V. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose.

ARTICLE VI. GRANTEE'S REMEDIES

A. REMEDIES

If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. NO WAIVER

Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. WAIVER OF CERTAIN DEFENSES

Grantor hereby waives any defense of laches, estoppel, adverse possession or prescription.

D. ACTS BEYOND GRANTOR'S CONTROL

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. HOLD HARMLESS

Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article VIII, paragraphs B and C; and (3) the existence or administration of this Easement.

ARTICLE VII. CONSERVATION EASEMENT STEWARDSHIP PLAN

A Conservation Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies and management responsibilities, shall be developed and mutually agreed upon by the parties prior to execution and delivery of this Conservation Easement. The Conservation Easement Stewardship Plan shall reflect the Purpose and covenants of this Conservation Easement and nothing in the Conservation Easement Stewardship Plan shall conflict with the Purpose or any covenant of this Conservation Easement. The initial Conservation Easement Stewardship Plan shall be prepared by Grantor and approved in writing by Grantee prior to delivery and acceptance of this Conservation Easement. Grantor and Grantee shall meet on or before the anniversary of the date of the execution of this Conservation Easement each year to review the previous twelve (12) months of activity covered in the Conservation Easement Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. The Conservation Easement Stewardship Plan and future revisions thereto shall describe the desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

The Conservation Easement Stewardship Plan shall be amended, if necessary, by Grantor, every ten years, provided however, all amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Conservation Easement Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Conservation Easement Stewardship Plan to the extent necessary to insure that it fully and accurately reflects the provisions of this Conservation Easement. Should Grantee not respond to the submitted Conservation Easement Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties

fail to agree on a revised Conservation Easement Stewardship Plan, the then existing plan shall continue in effect.

ARTICLE VIII. MISCELLANEOUS

A. EMERGENCIES

The term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Purpose of this Conservation Easement or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

B. COSTS AND LIABILITIES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

C. TAXES

Grantor shall pay before delinquency all ad valorem or other taxes, fees, charges or assessments which may now or hereinafter be assessed or charged against the Property and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor reserves the right to contest taxes and assessments. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

D. GRANTOR'S GENERAL WARRANTY OF TITLE

Grantor hereby warrants that the Property is free from all encumbrances created by Grantor and agrees to defend Grantee's interest in the Property created by this Conservation Easement against the lawful claims of all persons whatsoever.

E. EXTINGUISHMENT

If circumstances arise in the future such as render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, in accordance with Article VIII, paragraph F. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses

allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

F. PROCEEDS

This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article VIII, paragraph E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by ____ which is the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

G. CONDEMNATION

If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee's share of condemnation proceeds recovered shall be determined by multiplying that amount received by the ratio set forth in Article VIII, paragraph F. Grantee shall use any proceeds received under the circumstances described in this paragraph G in a manner consistent with the conservation purposes exemplified by this grant.

H. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. All subsequent Grantors shall contact Grantee within twenty (20) days following transfer of fee title to the Property to schedule a meeting for the purposes of coordination and planning. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Conservation Easement or limit its enforceability in any way.

I. SUCCESSORS

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

J. NON-MERGER

Grantor and Grantee agree that terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interest in the Property.

K. NOTICES

The Grantor shall notify the Grantee before undertaking any activity that may reasonably be expected to have an adverse impact on the Conservation Values. Such notice shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purpose of this Conservation Easement. The Grantee may permit the proposed activity only if the Grantee determines that such activity (i)

does not violate the Purpose of this Conservation Easement and (ii) either enhances or does not impair the Conservation Values. Notwithstanding the foregoing, the Grantee and the Grantor have no right or power to agree to any activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either sent by certified mail return receipt requested or sent by overnight courier to the parties as set forth herein, or to such other addresses such party may establish in writing to the other.

Notice to Grantor shall be sent to:
Erick D. Smith
P.O. Box 12417
Gainesville, FL 32604

Notice to Grantee shall be sent to:
Alachua County Board of County Commissioners,
Attn: Environmental Protection Department, Land Conservation Division
P.O. Box 2877 Gainesville, FL 32602-2877

Except as otherwise specifically provided herein, whenever a consent or approval is required from either Grantor or Grantee, the party seeking the consent or approval shall send a written request for such consent or approval to the other party as specified above and such other party shall respond to the request within sixty (60) business days of its receipt. Notwithstanding anything contained herein to the contrary, if any consent or approval is required from the Alachua County Board of County Commissioners or another Grantee government entity, Grantee shall have sixty (60) days following Grantee's duly noticed board meeting at which the item was duly noticed and acted upon. In the event that the consenting or approving party fails to respond within the sixty (60) business day period, its consent or approval shall be implied, provided, however, that no consent or approval shall be implied for any activity on the Property that is inconsistent with the Purpose of this Conservation Easement.

L. RECORDATION
Grantee shall record this instrument in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

M. NON-HOMESTEAD CERTIFICATION
Grantor hereby certifies that if a Grantor who is married signs this Conservation Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

N. AMENDMENTS
The terms and provisions of this Conservation Easement may be amended by the mutual consent of the parties hereto, provided that no such amendment shall be made that will adversely affect

the qualification of this Easement for the tax benefits available or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code. Any such amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall not result in any diminution of protection of the Conservation Values. Nothing herein shall require Grantee to agree to any amendment. No amendment shall be effective until executed with the formality of a deed and delivered..

O. CONTROLLING LAW
The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Conservation Easement.

P. LIBERAL CONSTRUCTION
Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Q. SEVERABILITY
If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

R. JOINT OBLIGATION
The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

S. TERMINATION OF RIGHTS AND OBLIGATIONS
A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

T. CAPTIONS
The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written.

Witnesses:

GRANTOR:

_____

Signature of first witness

_____

Erick D. Smith

_____

Printed name of first witness

_____

Signature of second witness

_____

Printed name of second witness

STATE OF _____)
)
COUNTY OF_____)

SWORN TO and subscribed before me this_____ day of _____, 2011, by **ERICK D. SMITH**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____

Notary Public

_____

(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

ALACHUA COUNTY, FLORIDA
By its Board of County Commissioners

By:

_____
Lee Pinkoson, Chair

ATTEST:

Date:_____

By:_____
J.K. Irby, Clerk

Approved as to Form:

Attorney:_____

Date Executed:_____

(Seal)

EXHIBIT A TO CONSERVATION EASEMENT
LEGAL DESCRIPTION

Parcel D of LAKE FOREST, as more particularly described as follows:
A parcel of land which includes Lots 38, 39, 40, 38A, 39A, 40A, and that certain unnumbered lot in LAKE FOREST – LAKE FARMS subdivision, located south of Lots 36A through 40A, inclusive, all as per the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
Parcel D is more particularly described as follows:
The Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, and Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – LAKE FARMS according to the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
LESS AND EXCEPT:
Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – GAINESVILLE – LAKE FARMS, a subdivision as per plat thereof recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida AND the East ten (10) acres of an unnumbered lot in said plat, said unnumbered lot being more particularly described as the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, Alachua County, Florida, less any rights-of-way as per plat thereof.
Parcel Identification Number: 17899-001-000

EXHIBIT B TO THE CONSERVATION EASEMENT
BASELINE DOCUMENTATION REPORT
(to be attached prior to closing)

EXHIBIT C TO THE OPTION
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority personally appeared ERICK D. SMITH, a single man, who being by me first duly sworn, deposes and states:

1. That the undersigned, hereinafter referred to as the "Seller", is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "the Property")

2. That the Seller is this day (the "Closing Date") conveying a perpetual conservation easement on the Property to ALACHUA COUNTY, FLORIDA, hereinafter referred to as the "Purchaser".

3. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

4. As of the Closing Date, the Seller warrants and represents, in accordance with and subject to paragraphs 4.A. and 4.B. of the Option Agreement for Sale and Purchase between Seller and Purchaser, to the Purchaser, its successors and assigns that:

(i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of the Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Seller, and to the best of Seller's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5. That Seller makes this Affidavit for the purpose of inducing the Purchaser to purchase a perpetual conservation easement on the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

ERICK D. SMITH, a single man

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 1st day of August, 2011, by **ERICK D. SMITH,** a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

GINA M. HUNT
MY COMMISSION # DD 753463
EXPIRES: January 29, 2012
Bonded Thru Notary Public Underwriters

(NOTARY PUBLIC SEAL)

Gina M. Hunt
Notary Public

Gina M. Hunt
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 753463
My Commission Expires: 1/29/12

ADDENDUM NO. 1
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the perpetual conservation easement on the Property are: (If "None", please write "None"-Do not leave blank)

Name	Address	Reason for Payment	Amount
None			

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of the Easement to Alachua County: **(If "None", please write "None"-Do not leave blank)**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
None			

ERICK D. SMITH, a single man

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 1st day of August, 2011, by **ERICK D. SMITH**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

GINA M. HUNT
MY COMMISSION # DD 753463
EXPIRES: January 29, 2012
Bonded Thru Notary Public Underwriters

(NOTARY PUBLIC SEAL)

Gina M. Hunt
Notary Public

Gina M. Hunt
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD753463

My Commission Expires: 1/29/12

Lake Forest Creek
Lake Forest Preserve (Smith)
4/12/2010

Project Score:	**6.27 of 10.00**	
Inspection Date:	4/1/2010	
Size:	30 acres	
Parcel Numbers:	17899-001-000	30 acres
S-T-R:	6-10-21	
Buildings:	0 (1)	
Just Value:	$31,800	$1060/acre

Total Value	$31,800	$1060/acre
Natural Communities:		
Sandhill	Good - Poor	
Upland mixed forest	Good	
Upland Pine	Good - Poor	
Sinkhole (modified/disturbed)	Good	

REPA Score: 7.42 of 9.44
KBN Score: East Side Greenway 14th of 47 projects

Overall Description:

The Smith parcel is located approximately 1 mile east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. The east boundary of the Smith parcel lies adjacent to the Kincaide and Tabone parcel, which is immediately west of the former Dilcher parcel (now owned by Kincaide and Tabone). These parcels are referred to as the Lake Forest Preserve by the owners and ~131 acres are now in 2 ownerships. The Smith parcel is connected to wetlands to the north through Kincaide and Tabone and the former Dilcher parcels. Both the former Dilcher parcel and the Kincaide & Tabone parcel are directly south of East University Avenue, east of the split from SR 26, near Newnan's Lake. The large basin swamp that lies on the northern section of the Kincaide and Tabone and former Dilcher property extends to the north and west. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings managed by HRS Developmental Services.

The Smith property has been nominated as a conservation easement along with the other parcels in the Lake Forest Preserve. Access to the Smith parcel is via an unpaved, private road, SE 8th Avenue. Two dedicated but vacant roadways that are not cleared are located adjacent to the parcel on two sides, the north and west.

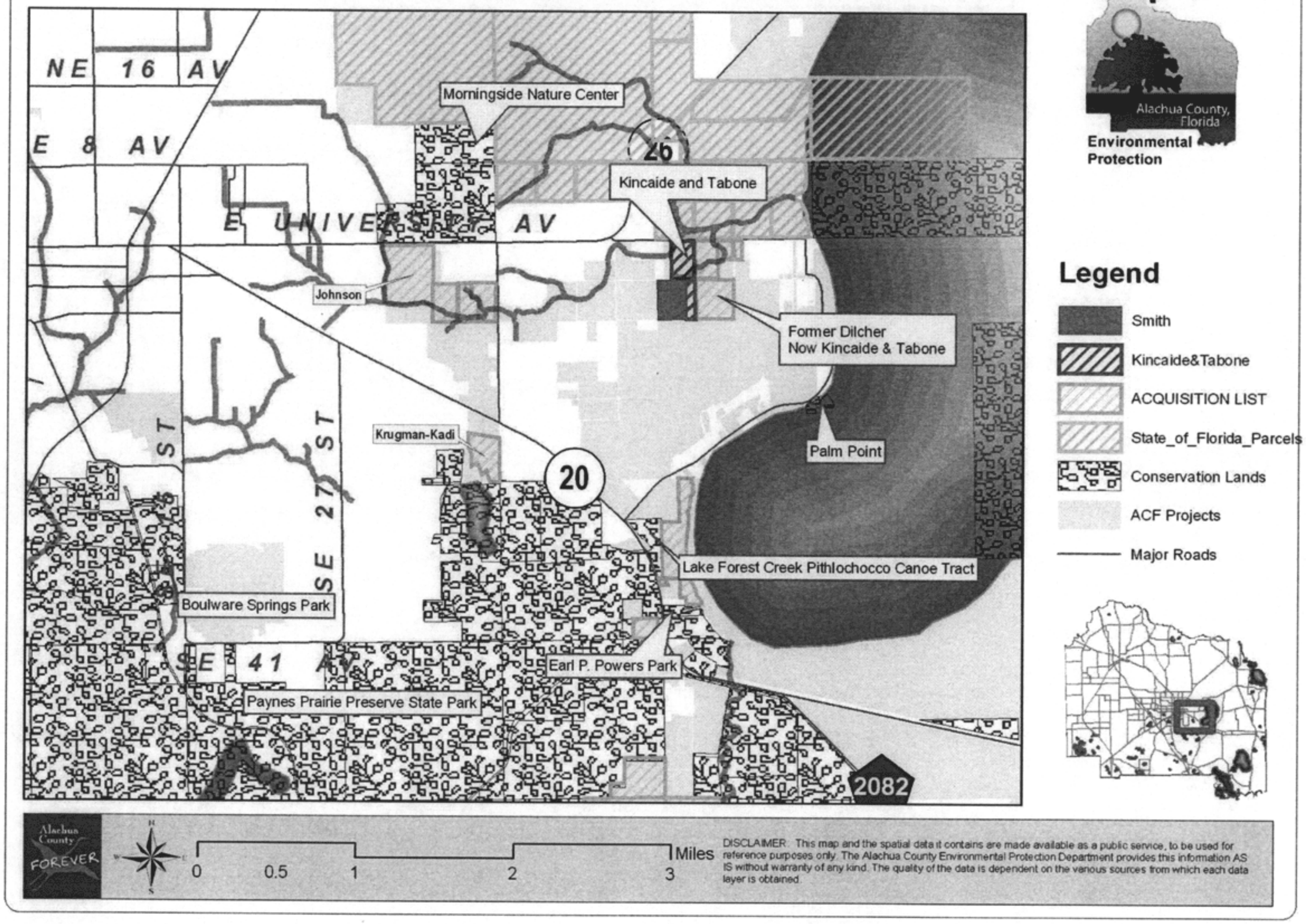
The Smith property is composed mostly of uplands including sandhill, upland pine forest, upland mixed forest and a sinkhole. Prior to acquisition by the current owner the property was long unburned and as a result most of the fire maintained natural communities had become invaded with off-site hardwoods such as laurel and water oaks. The current owner with the neighbor to the east has started an active restoration program involving mechanical and chemical treatment of off-site hardwoods, re-introduction of fire and planting species that will carry fire (grasses and longleaf pine). The sandhill and upland pine communities that have undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in poor condition. The condition of the fire-type communities has improved in the last 4 years. The upland mixed forest is in good condition. The sinkhole is in fair to good condition, though it has been excavated and perhaps enlarged in the past. The modification does not appear to have affected the function or ecological value of the sinkhole, though it is unknown if the sinkhole held water more frequently prior to modification than it does currently. No invasive plants were noted during the visit.

The following development analysis is based on a limited desk-top review and is founded upon current Land Development Regulations and Comprehensive Plan policies. Scenarios may be oversimplified, and are meant only to convey a general sense of the range of development intensities that would be possible. The property is composed of single parcel of approximately 30 acres. The entire parcel is within a strategic ecosystem. Five percent of the property is within the 100-year floodplain.

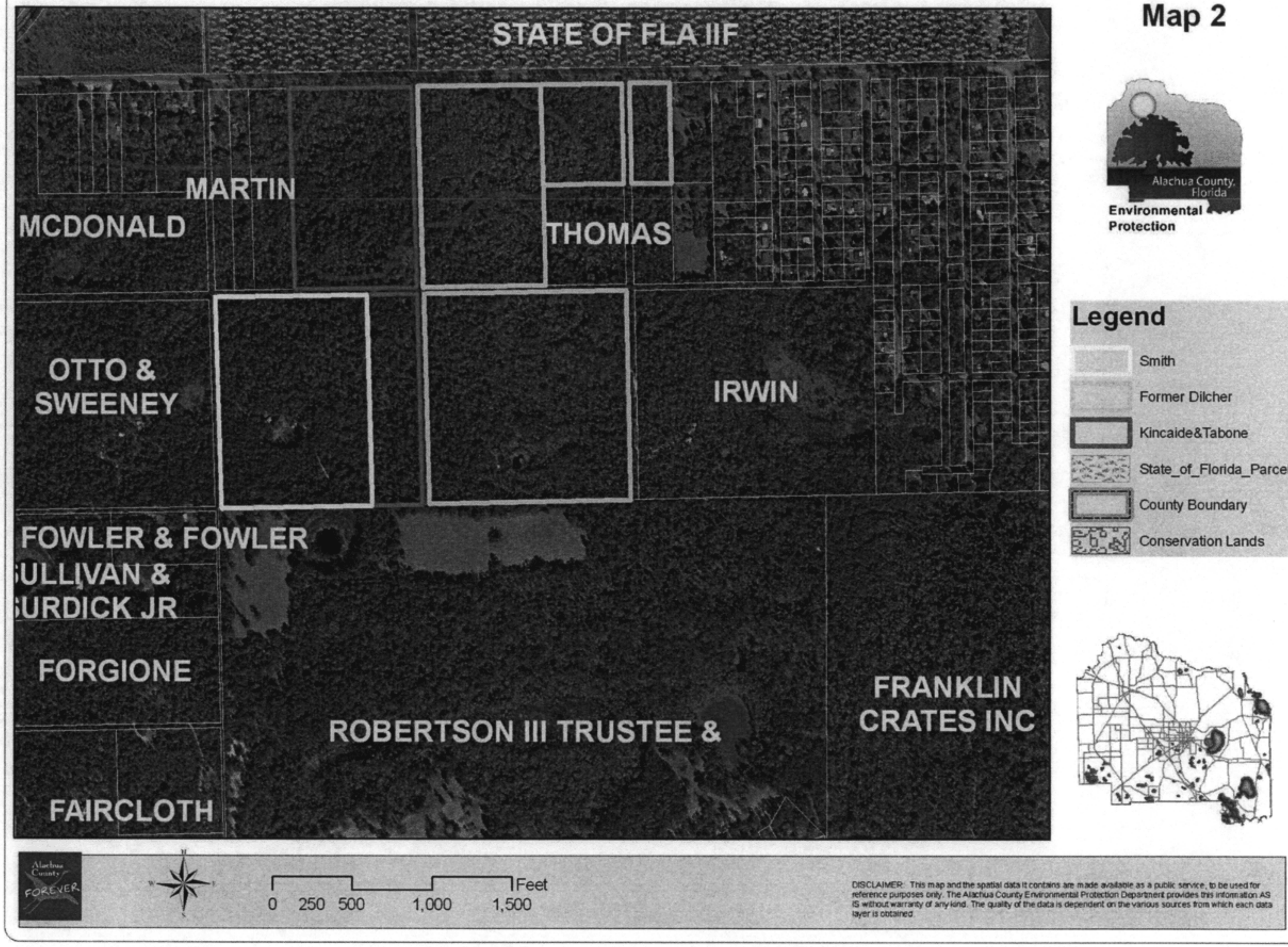
Alachua County land use and zoning designations are Residential Estate and Agricultural, respectively. Gross density allowed would be governed by the zoning district -- one dwelling unit per five acres. However, current development potential is one single family dwelling because of the lack of direct access to a publicly maintained road.

Lake Forest Creek - Lake Forest Preserve (Smith)					4/12/2010
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		4		
	B. Whether the property serves an important groundwater recharge function,		3		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		2		
	D. Whether the property serves an important flood management function.		2		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		2		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		4		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		2		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		3		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		2		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		4		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		3		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		1		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County,		3		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		5		
	E. Whether the property offers high vegetation quality and species diversity,		3		
	F. Whether the property has low incidence of non-native invasive species.		5		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		1		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective		4		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.10	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.13
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro period, and so on);		1		
	B. Whether this management can be completed in a cost-effective manner.		5		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		1		
	B. Whether the overall resource values justifies the potential cost of acquisition;		4		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		2		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.20	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.14
	TOTAL SCORE				6.27

Lake Forest Creek - Smith



Lake Forest Creek - Smith



Map 2

Alachua County, Florida
Environmental Protection

Legend

- Smith
- Former Dilcher
- Kincaide&Tabone
- State_of_Florida_Parcels
- County Boundary
- Conservation Lands

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Cost Estimates

Acquisition Estimates

Table A. Pre-Contract Costs

Project	Acres	Conservation Easement Cost	Pre-Acquisition Services			
			Appraisals	Boundary Sketch	Title Report	sub-total
Erick Smith	30	63,750	8,200	-	125	$ 8,325

Table B. Post-Contract Costs

Project	Due Diligence and Closing Services					GRAND TOTAL
	Title Insurance	Surveys	Environmental Audit	Closing	sub-total	
Erick Smith	368	20,000	3,000	1,000	$ 24,368	**$ 96,443**

Stewardship Estimates

Project	Acres	Physical Improvements (BOND)	Average Annual Recurring (General Fund)	Average Annual Recurring/Acre	**Total Costs for initial 10 years**
Erick Smith	30	$ -	$ 550	$ 18.33	**$ 5,500**

*Note: These estimates are taken from the attached draft project stewardship reports, adjusted for inflation (3%/yr), and averaged.

Lake Forest Creek
Smith **30 acres**

The Smith property will be protected through a conservation easement. As such, the county management responsibilities will be limited to monitoring the conservation easement, unless a different arrangement is negotiated with the owners.

Monitoring = $550/year for site inspection and write-up.

October 25, 2011 Regular BoCC Meeting
Agenda Item #26

Title
Request for Public Hearing regarding Ordinance 08-26 relating to CHOICES Program (Amended)

Amount
N/A

Description
This is a request for a Public Hearing regarding an amendment to CHOICES Ordinance 08-26 relating to requirements for Administrative Expenditures

Recommendation
Authorize advertising for a public hearing of Amendment to CHOICES Ordinance 08-26 relating to administrative expenses

Alternative(s)
Do not authorize the advertisement for a Public Hearing of the amended ordinance.

Requested By
Elmira K Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Draft Ordinance Amendment.

Documents Requiring Action
None

Executive Summary
The current CHOICES Ordinance contains language that authorizes the program to spend up to 15% of revenue for administrative expense. On December 31, 2011 the sales tax surcharge will end leaving insufficient allowances to manage the program in FY 2012 and FY 2013. The proposed amendment will permit sufficient administrative allowance to continue the program

Background
When the CHOICES Program was started the Ordinance establishing the program allowed for 15% of all revenues collected in any fiscal year to be used for administering the program. With the ending of the sales tax surcharge in December, 2011 revenues will drop substantially. As the BoCC has directed the program to continue using the accumulated Fund Balance it is expected that membership increases will continue requiring administrative expenditures to manage this increased membership. The proposed amendment is to permit administrative expenses to be allowed up to 15% of revenues collected during the life of the CHOICES Program.

Issues
The combination of the end of the sales tax surcharge and the continuing of the CHOICES program to December 2013 creates a situation where there is insufficient allowances to run the program. This amendment keeps the 15% limitation but applies it to the

life of the program. For the first seven years of the CHOICES program administrative expenditures have been about 7% of total revenues (FY 2005-FY 2011).

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
Indigent Healthcare Surtax

Account Code(s)
010-2926-562.34-10

Attachment: Proposed Ordinance Change.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING SECTION 39.10.05 OF THE ALACHUA COUNTY CODE OF ORDINANCES, RELATING TO THE USE OF SURTAX PROCEEDS; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to authority in Subsection 212.055(7), Florida Statutes, the Alachua County Board of County Commissioners adopted an ordinance to impose the voter-approved indigent health care surtax in an amount of .25 percent upon most taxable transactions occurring within Alachua County that are taxable under Chapter 212, Florida Statutes; and,

WHEREAS, at the primary election on August 31, 2004, a majority of the County electorate approved the levy of the .25 percent indigent health care sales surtax; and,

WHEREAS, the Board of County Commissioners has determined that it desires to amend the ordinance to modify the authorized uses of the surtax revenues and the plan for providing health care services.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

SECTION 1. Section 39.10.05 of the Alachua County Code of Ordinances is hereby amended to read as follows:

Sec. 39.10.05. Use of surtax proceeds.

The surtax proceeds shall be used to the extent resources are available to provide a broad range of health care services to indigent and medically poor Alachua County residents. The surtax proceeds may also be used for the costs of administering the program provided these costs do not exceed 15 percent of all revenues collected by the program. ~~the proceeds collected each fiscal year~~. Surtax proceeds may be used to provide innovative, cost effective health care programs to Alachua County residents without regard to their income. Specific details for the use of surtax proceeds shall be set forth in a surtax use plan approved by the Board of County Commissioners no less than annually.

SECTION 2. Severability. It is the declared intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity

or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 3. Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 4. Inclusion in the Code. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Laws and Ordinances of Alachua County, Florida; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation.

SECTION 6. Effective Date. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten days after enactment by the Board of County Commissioners, and shall take effect upon filing with the Department of State.

DULY ADOPTED in regular session, this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST: By:_____
Lee Pinkoson, Chair

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

(SEAL)

_____
Alachua County Attorney

October 25, 2011 Regular BoCC Meeting
Agenda Item #27

Title
Medical Examiner's Services Agreement (Amended)

Amount
$328,645.92 Admin Costs, plus autopsy fees

Description
Request Approval f the 7th Amendment to the Three Party Agreement between Alachua County, the University of Florida Board of Trustees and William F. Hamilton, M.D.

Recommendation
Approve the 7th Amendment to the Three Party Agreement between Alachua County, the University of Florida Board of Trustees and William F. Hamilton, M.D. for Medical Examiner's Services.

Alternative(s)
Do not approve the Amendment to the Three Party Agreement between Alachua County, the University of Florida Board of Trustees and William F. Hamilton, M.D.

Requested By
Elmira K Warren, Lee Roberts, Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
7th Amendment to Agreement with Attachments A and C (3 originals)

Documents Requiring Action
7th Amendment to Agreement with Attachments A and C

Executive Summary
This is the 7th Amendment to the 2005-06 Agreement between Alachua County, the University of Florida Board of Trustees and William F. Hamilton, M.D. for the provision of District Medical Examiner Services, University Physician Support Services, University Non-Physician Support Services and Facility use. Chapter 406 of the Florida Statutes requires the Board of County Commissioners in each Medical Examiner's District to establish and pay reasonable salaries, fees and expenses to the District Medical Examiner and his associates.

Background
This Amendment extends the ending date of the original Agreement to 9/30/2012. The original agreement between the previously mentioned parties spells out the responsibilities of each of the three parties in relation to the performance of mandated autopsy services. The Medical Examiner and the University of Florida College of Medicine have presented a budget to the County for the allocated expenses for a monthly assessment fee, i.e. salaries and fringe, supplies, insurance, etc (see Attachment A). The agreement provides for payment of $27,387.16 per month for the administrative fees plus the actual costs associated with the performance of the autopsies (see AttachmentC). This Agreement is effective 10/1/11 through 9/30/12.

Issues
This is a mandate for all Florida counties. The autopsy and forensic testing has increased significantly over the past years resulting in increasing costs for this mandated services. Consequently, the costs we estimated to be sufficient for this fiscal year may be greater than projected

Fiscal Recommendation
Approve the 7th Amendment to the Three Party Agreement; Funds are budgeted in 2011-12 budget for this service

Fiscal Alternative(s)
Do not approve the 6th Amendment to the Three Party Agreement.

Funding Sources
General Fund

Account Code(s)
001-2906

Attachment: Med Exam 7th Amend Final.pdf

SEVENTH AMENDMENT TO
THREE-PARTY AGREEMENT BETWEEN ALACHUA COUNTY AND
UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
AND
WILLIAM F. HAMILTON, M.D.
FOR DISTRICT MEDICAL EXAMINER SERVICES,
UNIVERSITY PHYSICIAN SUPPORT SERVICES,
UNIVERSITY NON-PHYSICIAN SUPPORT
SERVICES AND FACILITY USE

THE THREE-PARTY AGREEMENT ("Agreement"), effective as of the 1st day of October, 2004 ("Effective Date"), by and among **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 the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, hereinafter referred to as "University", **FOR THE BENEFIT OF THE DEPARTMENT OF PATHOLOGY, IMMUNOLOGY AND LABORATORY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA**, and **WILLIAM F. HAMILTON, M.D.**, hereinafter referred to as the "District Medical Examiner", is hereby amended effective October 1, 2011, by this **Seventh Amendment**, and the parties heretofore named agree as follows:

1. **Section 3** of the Agreement is hereby deleted in its entirety and a new **Section 3** is established to read as follows:

> 3. Term of Agreement. This Agreement shall take effect on the Effective Date first set forth above and shall remain in effect until October 1, 2012, unless otherwise terminated by the parties as provided herein.

2. **Section 8** of the Agreement is hereby deleted in its entirety and a new **Section 8** is established to read as follows:

> 8. Annual Budget. No later than July 1, 2012, the District Medical Examiner, with the assistance of UNIVERSITY, shall submit to the Board of County Commissioners of County an annual budget for the next ensuing fiscal year October 1, through September 30. The District Medical Examiner's budget for Fiscal Year 2011/2012 as submitted to County is attached to this Agreement as **Attachment A** and is incorporated herein by this reference.

3. **Section 10** of the Agreement is hereby deleted in its entirety and a new **Section 10** is established to read as follows:

> 10. Compensation by County. **THE DISTRICT MEDICAL EXAMINER EXPRESSLY RECOGNIZES THAT ALL FEES AND COMPENSATION PAID TO UNIVERSITY PURSUANT TO THIS SECTION CONSTITUTE THE ENTIRE OBLIGATION OF THE COUNTY, AND FURTHER, NEITHER THE DISTRICT MEDICAL EXAMINER, NOR ANY MEMBER OF HIS STAFF, WILL RECEIVE COMPENSATION DIRECTLY FROM THE COUNTY FOR SERVICES PURSUANT TO THIS AGREEMENT.** As compensation for the District Medical Examiner's services and UNIVERSITY's Faculty Physician support services, non-physician support personnel services and for facility usage, the County shall pay

UNIVERSITY an annual amount equal to Three Hundred Twenty-Eight Thousand Six Hundred Forty-Five Dollars and Ninety-Two Cents ($328,645.92). Payment shall be made to UNIVERSITY in twelve (12) equal monthly installments of the sum of Twenty-Seven Thousand Three Hundred Eighty-Seven Dollars and Sixteen cents ($27,387.16), the first of which shall be paid forty-five (45) days after the commencement of the term of this Agreement. In addition, the County shall separately pay UNIVERSITY for autopsy and related services in accordance with the fee schedule attached hereto as **Attachment C.** UNIVERSITY shall provide County with a detailed monthly invoice indicating all autopsies performed up to the date of the invoice. A copy of the death certificate for each autopsy will be provided with the invoice. After review, and if found acceptable, County shall pay invoiced fees within forty-five (45) days of receipt of the invoice. All invoices shall be sent directly to:

Elmira K. Warren, Director
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641
Attn: Bonnie E. Hinson

4. **Attachment A** to the Agreement is hereby deleted and replaced with the revised **Attachment A** that is attached to this **Seventh Amendment** and is hereby incorporated into the Agreement by reference.

5. **Attachment C** to the Agreement is hereby deleted and replaced with the revised **Attachment C** that is attached to this **Seventh Amendment** and is hereby incorporated into the Agreement by reference.

6. In the event of a conflict between the terms of the Agreement and this **Seventh Amendment**, the terms of this **Seventh Amendment** shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this **Seventh Amendment** to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____ Date
LEE PINKOSON, CHAIR
Chair
Board of County Commissioners

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE DEPARTMENT OF PATHOLOGY, IMMUNOLOGY AND LABORATORY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

By: _____ 9/20/11
Michael L. Good, M.D. Date
Dean, College of Medicine
University of Florida

ATTEST:

_____
J.K. Irby Date
Alachua County Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office Date

DISTRICT MEDICAL EXAMINER

By: _____ 9-22-2011
William F. Hamilton, M.D. Date

Attachment "A"

MEDICAL EXAMINER District 8 Budget

Effective October 1, 2011-September 30, 2012

Operating Cost Fixed Expenses FY 11-12		Total
Salaries and Benefits[1]	$	584,189
Salary offset[2] (Pro Fees reimbursed for UF for Salaries)	$	(284,247)
Contractual Services Facilities	$	11,727
Contractual Services Employee (now UF employee)	$	-
Repairs and Maintenance (equipment not facilities)	$	9,300
Data Processing (Internet and back up)	$	5,040
Operating Supplies (Autopsy and Office)	$	61,000
Rent (Building plus Records Storage at Iron Mountain)	$	43,944
Printing & Reproduction	$	500
Insurance, Liability and Auto	$	12,176
Telephone, Postage, & Freight	$	7,946
Travel/Meetings (Work Related/CEU Requirements)	$	8,505
Dues, Subscriptions, Library	$	500
Miscellaneous (Utilities)	$	43,680
Indirect Costs (UF Salary Overhead)	$	17,079
Capital Expenses (Loan on modular building)	$	8,308
Net Operating Cost Expense	**$**	**529,647**

Entity (Pop Est 2010)	*2010 Year Actual*	% of Caseload		Annual Assessment		Monthly Assessment
Alachua (247,336)	417	62.05%	$	328,645.92	$	27,387.16
Baker (27,115)	30	4.46%	$	23,622.24	$	1,968.52
Bradford (28,520)	34	5.06%	$	26,800.08	$	2,233.34
Dixie (16,422)	23	3.42%	$	18,113.88	$	1,509.49
Gilchrist (16,939)	14	2.08%	$	11,016.60	$	918.05
Levy (40,801)	54	8.04%	$	42,583.56	$	3,548.63
Union (15,535)	12	1.79%	$	9,480.72	$	790.06
Dept of Corrections [3]	88	13.10%	$	69,383.76	$	5,781.98
Total	672	100.000%	**$**	**529,646.76**	$	44,137.23
		Rounding Adjustment	*$*	*0.24*		
		Operating Cost Total Validation Check	**$**	**529,647.00**	$	44,137.25
	Non-Corrections case average per month:					49
	Avg. Operating Cost Per Case:				$	788.12
Reg. Med Center	79	90%	$	62,445.36	$	5,203.78
FL State Prison	2	2%	$	1,387.68	$	115.64
Baker Correctional	0	0%	$	-	$	-
Union Correctional Inst.	7	8%	$	5,550.72	$	462.56
Total	88	100.00%	$	69,383.76	$	5,781.98
		Rounding Adjustment	*$*	-		
		DOC Assessment Total Validation Check	**$**	**69,383.76**		
	Corrections case average per month:					7
	Avg. Operating Cost Per Case:				$	788.45

Expense Total Budget Estimator					FY 11-12	
District 8 Operating Cost Assessment Total					**$**	**529,647**
Professional Services (Variable per case)	Fee [4]	Cases Estimate		Total	**$**	**777,930**
Autopsy	$ 750	526	$	394,500	To UF for Drs	
Exam	$ 150	141	$	21,150	To UF for Drs	
Invest Only	$ -	5	$	-	To UF for Drs	
Investigation (All Cases)	$ 150	672	$	100,800	To UF for Drs	
Tech Autopsy Fee	$ 100	526	$	52,600	To UF for On-Call	
Cremation Approval	$ 20	2,028	$	40,560	To UF for Processing	
Tox	$ 145	526	$	76,270	To UF/DRL	
Histo	$ 175	526	$	92,050	To UF/DRL	
				Total Budget	**$**	**1,307,577**
				Typical Total Cost per case	$	1,946

Note [1] Impact of 3% FRS employee contribution

Note [2] Autopsy, Exam, Invest, Tech & Cremation fees reimbursed for cases by UF staff pathologists

Note [3] DOC portion included in new fixed fee per case contract

Note [4] Professional fees are itemized in Attachment "C"

ATTACHMENT "C"
FY 11-12

Variable Expense Fee List	
Professional Fees:	
Complete Autopsy	$ 750.00
External Examination Only	$ 150.00
Medical Examiner's Report of Investigation	$ 150.00
Expert Witness Fee per Hour (see note 1)	$ 300.00
Technical Fees (see note 2):	
Autopsy Technical Fee	$ 100.00
Tissue Preparation for Microscopic exam (routine case)	$ 175.00
Toxicology Laboratory (routine testing)	$ 145.00
Cremation Fee	$ 20.00

Notes:

(1) No charges will incur for pre-trial consultation on criminal cases in 8th Judicial Circuit

(2) Costs for transportation of human remains, special lab tests, special toxicology followup testing, radiology, odontology, anthropology, and specialized consultations uncommonly required will be billed per case as charges are received and paid by the Medical Examiner's Office.

October 25, 2011 Regular BoCC Meeting
Agenda Item #28

Title
CHOICES: Family and Cosmetic Dentistry, PA (Amended)

Amount
N/A

Description
CHOICES Provider Third Amendment for Oral Health Care.

Recommendation
Approve and Execute the CHOICES Third Amendment for Oral Health Care with Family and Cosmetic Dentistry, PA.

Alternative(s)
Do not approve the CHOICES Agreement for Oral Health Care with Family and Cosmetic Dentistry, PA.

Requested By
Elmira K. Warren, Bob Bailey, Cathie Whitney 3264-6706

Originating Department
Community Support Services

Attachment(s) Description
Third Amendment to the Agreement Between Alachua County And Family and Cosmetic Dentistry, PA for Oral Health Care

Documents Requiring Action
Third Amendment to the Agreement Between Alachua County And Family and Cosmetic Dentistry, PA for Oral Health Care

Executive Summary
This is a Third Amendment to allow Family and Cosmetic Dentistry, PA, to continue providing certain specified Oral Health Care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider Third Amendment with Family and Cosmetic Dentistry, PA, for the provision of Oral Health Care.

Issues
If not approved, less Oral Health Care services will be available to CHOICES Members.

Fiscal Recommendation
Approve the CHOICES Third Amendment for Oral Health Care services with Family and Cosmetic Dentistry, PA. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES Third Amendment for Oral Health Care with Family and Cosmetic Dentistry, PA.

Funding Sources
Indigent Healthcare Surtax.

Account Code(s)
010-2927-562.31-60

Attachment: CHOICES Family Cosmetic Dentist 3rd Amend Final.pdf

THIRD AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
FAMILY AND COSMETIC DENTISTRY, PA
FOR THE PROVISION OF ORAL HEALTH CARE

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into this 24th day of October, 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 "County", and Bertram J. Hughes dba Family and Cosmetic Dentistry, DMD, PA, hereinafter referred to as "Provider".

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an Agreement dated December 7, 2006, for the provision of oral health care services; and,

WHEREAS, the parties executed a First Amendment to the Agreement dated October 1, 2007; and executed a Second Amendment to the Agreement dated March 24, 2009, and

WHEREAS, the parties wish to extend the term and further revise the Agreement

NOW, THEREFORE, the parties hereby agree to amend the December 7, 2006 Agreement as follows:

A. Section 2, ***Term***, is amended in its entirety to read:

> Section 2 **Term**. This Agreement will become effective on October 1, 2011 and shall continue in full force up to and including September 30, 2013, unless terminated as provided herein. Any renewal shall be by amendment of this Agreement in accord with Section (8) of this Agreement.

B. Attachment A-1 to the agreement dated (24th day of March, 2009) is hereby replaced in its entirety by Exhibit 1 to this Amendment.

C. This First 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 between the parties, dated 24th day of March, 2009, as amended by the parties, shall be and remain in full force and effect. In the event of a conflict between the terms of the Agreement, the Third Amendment shall control. The parties intend that the Third Amendment and its Attachments be incorporated into the Agreement.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ATTEST

J. K. Irby, Clerk
(SEAL)

ALACHUA COUNTY, FLORIDA

BY: _____
Lee Pinkoson, Chair

APPROVED AS TO FORM:

Alachua County Attorney's Office

PROVIDER

By: Bertram J Hughes

9/21/11
Date

Attest by ~~Corporate~~ Billing Officer

BY: _____

Kristin Brown

9/21/11
Date

$10.00* COPAY EACH COVERED SERVICE VISIT AT UFCD
***SELECTED DENTURE THERAPY SERVICES REQUIRE $50.00 COPAY**

$1,000.00 per Enrollee maximum per calendar year. If enrolled in CHOICES Disease Management, the maximum per calendar year is $1,200.00.

Additional $1,000.00 maximum per calendar year for Denture Therapy Services.

NOTE: Health care services NOT listed in this Attachment are Non-Covered Oral Health Care Service. For example, crowns/"caps" are a Non-Covered Oral Health Care Service.

CHOICES Health Services Covered Dental Services FY 2012			
CPT	**PROCEDURE**	**SERVICE LIMIT**	**FEE**
BASIC			
0120	Periodic Exam	yearly	$35
0140	Limited Exam	as needed	$35
0150	Comprehensive Exam	2/year	$105
NOTE: 0150 is a bundled fee to include diagnostic casts ($25) and pulp vitality testing ($10)			
0160	Detailed and Problem Focused Exam	as needed	$50.00
0210	Full Mouth Series	1/3yrs	$75.00
0220	X-ray (Single)	as needed	$20.00
0230	X-ray (Each Additional)	as needed	$12.00
0240	X-ray (Occlusal)	as needed	$25.00
0270	X-ray (Bitewing)	as needed	$18.00
0272	X-ray (2/3 Bitewing)	yearly	$30.00
0274	X-ray (4 Bitewings)	yearly	$40.00
0330	Panorex	2/year	$65.00
0460	Pulp vitality test	as needed	$10.00
0470	Diagnostic Casts	yearly	$25.00
PREVENTIVE			
1110	Prophylaxis (Adult)	2/year	$50.00
1204	Topical Fluoride (adult)	2/year	$16.00
1206	Topical Fluoride Varnish	4/year	$15.00
1310	Nutritional Counseling	2/year	$20.00
1330	Oral Hygiene Instruction	2/year	$16.00
1351	Sealant – per tooth	as needed	$20.00
1352	Preventive Restorative Resin (PRR)	as needed	$38.00
2999	Sealant – each add'l tooth, same visit	as needed	$10.00

RESTORATIVE			
2140	Amalgam 1 surf. (perm)	as needed	$60.00
2150	Amalgam 2 surf. (perm)	as needed	$75.00
2160	Amalgam 3 surf. (perm)	as needed	$90.00
2161	Amalgam 4 surf. (perm)	as needed	$105.00
2330	Resin/Composite 1 surf. (perm)	as needed	$70.00
2331	Resin/Composite 2 surf. (perm)	as needed	$85.00
2332	Resin/Composite 3 surf. (perm)	as needed	$101.00
2335	Resin/Composite 4+ surfs. (perm)	as needed	$130.00
2391	Resin – one surface, posterior, permanent	as needed	$75.00
2392	Resin – two surfaces, posterior – permanent	as needed	$100.00
2393	Resin – three or more surfaces, posterior – permanent	as needed	$120.00
2394	Resin-based composite – 4 or more surfaces, posterior permanent	as needed	$145.00
2920	Re-Cement Crown	as needed	$40.00
6930	Re-Cement Bridge	as needed	$50.00
2940	Sedative Filling	as needed	$30.00
2951	Pin retention (excl. of restoration)	as needed	$25.00
3110	Pulp Cap	as needed	$35.00
3120	Indirect Pulp Cap	as needed	$35.00
2949	Core Buildup Chamber Retained	as needed	$80.00
2950	Core Buildup	as needed	$90.00
2954	Prefab. Post and Core	as needed	$120.00
2960	Labial Veneer Resin - Chairside	as needed	$150.00
6972	Prefab. Post and Core in addition to fixed partial denture retainer	as needed	$175.00
ENDODONTICS			
3310	Root Canal Therapy – anterior, single canal (excluding final restoration)	as needed	$235.00
3320	Root Canal Therapy – bicuspid, single canal (excluding final restoration)	as needed	$290.00
3330	Root Canal Therapy – molar (excluding final restoration)	as needed	$375.00
3346	Retreatment – anterior	as needed	$260.00
3347	Retreatment – premolar	as needed	$280.00

3348	Retreatment – molar	as needed	$375.00
3410	Apicoectomy - Anterior	as needed	$525.00
3421	Apicoectomy - Bicuspid	as needed	$625.00
3425	Apicoectomy - Molar	as needed	$655.00
3426	Apicoectomy – Addl Roots	as needed	$100.00
PERIODONTICS			
4341	Scaling and Root Planing = 4+ teeth/quad.	≤4/year	$75.00
4342	Scaling and Root Planing = ≤3 teeth/quad	≤4/year	$55.00
4355	Full Debridement for Oral Exam	as needed	$70.00
4380	Phase I Perio Evaluation	1/year	$50.00
4910	Periodontal Maintenance (SPT)	≤4/year	$55.00
ORAL SURGERY			
7140	Extraction (Single Tooth)	as needed	$65.00
7210	Surgical Extraction of Erupted Tooth	as needed	$65.00
7220	Removal of Impacted Tooth – soft tissue	as needed	$75.00
7230	Removal of Impacted Tooth – partial bony	as needed	$105.00
7240	Removal of Impacted Tooth – completely bony	as needed	$140.00
7241	Removal of Impacted Tooth – completely bony with unusual surgical complications	as needed	$380.00
7250	Surgical Removal of Residual Tooth Roots Cutting Procedure	as needed	$190.00
7260	Oral Antral Fistula Closure	as needed	$120.00
7285	Biopsy of Oral Tissue – hard	as needed	$70.00
7286	Biopsy of Oral Tissue – soft	as needed	$60.00
7310	Alveoplasty in Conjunction with Extractions – per quadrant	as needed	$50.00
7311	Alveoplasty Incl Ext 1-3 teeth	as needed	$50.00
7320	Alveoplasty not in Conjunction with Extractions – per quadrant	as needed	$75.00
7321	Alveoplasty W/O Ext 1-3 teeth	as needed	$75.00
7470	Removal of Exostosis	as needed	$95.00
7471	Removal of Lateral Exostosis (max/mand)	as needed	$410.00
7472	Removal of Torus Palatinus	as needed	$60.00

7473	Removal of Torus Mandibularis	as needed	$60.00
7510	Surgical Incision and Drainage	as needed	$65.00
MISCELLANEOUS			
9110	Palliative Emergency Treatment	as needed	$35.00
9230	Analgesia – inhaled (nitrous oxide)	as needed	$30.00
9241	IV Sedation	as needed	$250.00
9242	IV Sedation each addl 15 min.	as needed	$95.00
9310	Consult Professional	as needed	$80.00
9940	Occlusal Guard	yearly	$220.00

DENTURE THERAPY SERVICES
Additional $1,000.00 maximum per calendar year for Denture Therapy Services.
***Selected services require $50.00 Co-Payment**

DENTURE SERVICES:			
PROCEDURE	**CODE**	**SERVICE LIMIT**	**FEE (**less $50 patient responsibility)**
***Complete Upper Denture $50.00 Copayment**	5110	every 5 years	****$390.00**
***Complete Lower Denture $50.00 Copayment**	5120	every 5 years	****$390.00**
***Immediate Upper Denture $50.00 Copayment**	5130	initial placement limit	****$450.00**
***Immediate Lower Denture $50.00 Copayment**	5140	initial placement limit	****$450.00**
***Overdenture – Complete $50.00 Copayment**	5860	every 5 years	****$400.00**
Adjust Complete Denture - upper	5410	as needed	$40.00
Adjust Complete Denture - lower	5411	as needed	$40.00
Repair Broken Complete Denture Base	5510	as needed	$90.00
Replace Missing or Broken teeth - complete denture (each tooth)	5520	as needed	$75.00
Rebase Complete Upper Denture	5710	yearly	$250.00
Rebase Complete Lower Denture	5711	yearly	$250.00
Reline Upper Complete Denture (chairside)	5730	yearly	$100.00
Reline Lower Complete Denture (chairside)	5731	yearly	$100.00
Reline Upper Complete Denture (laboratory)	5750	yearly	$170.00
Reline Lower Complete Denture (laboratory)	5751	yearly	$170.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
***Interim Complete Denture – upper $50.00 Copayment**	5810	Initial placement limit	****$200.00**
***Interim Complete Denture – lower $50.00 Copayment**	5811	Initial placement limit	****$200.00**
Tissue Conditioning - upper	5850	yearly	$75.00
Tissue Conditioning - lower	5851	yearly	$75.00
PARTIAL DENTURE SERVICES:			
***Upper Partial - resin base (including clasps, rests and teeth) $50.00 Copayment**	5211	yearly	****$250.00**
***Lower Partial - resin base (including clasps, rests and teeth 50.00 Copayment**	5212	yearly	****$250.00**
***Upper Partial - cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5213	every 5 years	****$500.00**
***Lower Partial – cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5214	every 5 years	****$500.00**
*** Unilateral Partial Denture – cast metal (including clasps and teeth) $50.00 Copayment**	5281	every 5 years	****$205.00**
***Interim Partial Denture – upper $50.00 Copayment**	5820	initial placement limit	****$150.00**
***Interim Partial Denture - lower $50.00 Copayment**	5821	initial placement limit	****$150.00**
***Overdenture – Partial $50.00 Copayment**	5861	every 5 years	****$500.00**
Flexible Removable Partial - upper $50.00 Copayment	5225	every 5 years	****$400.00**
Flexible Removable Partial – lower $50.00 Copayment	5226	every 5 years	****$400.00**
Adjust Partial Denture - upper	5421	as needed	$40.00
Adjust Partial Denture - lower	5422	as needed	$40.00
Repair Resin Saddle or Base	5610	as needed	$110.00
Repair Cast Framework	5620	as needed	$120.00
Repair or Replace Broken Clasp	5630	as needed	$120.00
Replace Broken Tooth - partial denture per tooth	5640	as needed	$70.00
Add Tooth to Existing Partial Denture	5650	as needed	$120.00
Add Clasp to Existing Partial Denture	5660	as needed	$120.00
Rebase Upper Partial Denture	5720	yearly	$250.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
Rebase Lower Partial Denture	5721	yearly	$250.00
Reline Upper Partial Denture (chairside)	5740	yearly	$100.00
Reline Lower Partial Denture (chairside)	5741	yearly	$100.00
Reline Upper Partial Denture (laboratory)	5760	yearly	$165.00
Reline Lower Partial Denture (laboratory)	5761	yearly	$165.00

October 25, 2011 Regular BoCC Meeting
Agenda Item #29

Title
CHOICES: Vision Care, John T Beckum, OD (Amended)

Amount
N/A

Description
CHOICES Provider First Amendment for Vision Care.

Recommendation
Approve and Execute the CHOICES First Amendment for Vision Care with John T Beckum, OD.

Alternative(s)
Do not approve the CHOICES Agreement for Vision Care with John T Beckum, OD.

Requested By
Elmira K. Warren/Bob Bailey, Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
First Amendment to the Agreement Between Alachua County And John T Beckum, OD, for Vision Care

Documents Requiring Action
First Amendment to the Agreement Between Alachua County And John T Beckum, OD, for Vision Care

Executive Summary
This is a First Amendment to allow John T Beckum, OD, to continue providing certain specified vision care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider First Amendment with John T Beckum, OD, for the provision of Vision Care.

Issues
If not approved, less vision care services will be available to CHOICES Enrollees.

Fiscal Recommendation
Approve the CHOICES Provider First Amendment for Vision Care services with John T Beckum, OD. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES Provider First Amendment for Vision Care with John T Beckum, OD.

Funding Sources

Indigent Healthcare Surtax.

Account Code(s)
010-2926-562.31-60

Attachment: CHOICES Beckum 1st Amend Final.pdf

FIRST AMENDMENT TO THE AGREEMENT
BETWEEN ALACHUA COUNTY AND
JOHN T BECKUM, OD
FOR VISION CARE SERVICES

This First Amendment to the Agreement, made and entered into this 24 October A.D., 201[illegible], by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners for the benefit of vision care services, hereinafter referred to as "County" and John T Beckum, OD, (hereinafter referred to as Provider).

WITNESSETH

WHEREAS, the parties hereto have previously entered into an Agreement on June 9, 2009 for the provision of vision care services; and,

WHEREAS, the parties wish to amend the agreement.

NOW THEREFORE, the parties hereby agree to amend the Agreement dated June 9, 2009 as follows:

A. Section 1, ***Term*** is amended in its entirety to read:
This agreement will become effective October 1, 2011 and shall continue in full force and effect up to and including September 30, 2013, unless terminated as provided herein.

B. This first amendment shall take effect October 1, 2011.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated the 9th day of June 2009, 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: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: Elaine W. Beckum
Print: ELAINE W. BECKUM
Title: OFC. MGR.

VENDOR

By: _____
Print: JOHN T. BECKUM
Title: OWNER

October 25, 2011 Regular BoCC Meeting
Agenda Item #30

Title
CHOICES: Gainesville Vision Center, PA (Amended)

Amount
N/A

Description
CHOICES Provider First Amendment for Vision Care.

Recommendation
Approve and Execute the CHOICES First Amendment for Vision Care with Gainesville Vision Center, PA.

Alternative(s)
Do not approve the CHOICES Agreement for Vision Care with Gainesville Vision Center, PA.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
First Amendment to the Agreement Between Alachua County And Gainesville Vision Center, PA, for Vision Care

Documents Requiring Action
First Amendment to the Agreement Between Alachua County And Gainesville Vision Center, PA, for Vision Care

Executive Summary
This is a First Amendment to allow Gainesville Vision Center, PA, to continue providing certain specified vision care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider First Amendment with Gainesville Vision Center, PA, for the provision of Vision Care.

Issues
If not approved, less vision care services will be available to CHOICES Enrollees.

Fiscal Recommendation
Approve the CHOICES Provider First Amendment for Vision Care services with Gainesville Vision Center, PA. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES Provider First Amendment for Vision Care with Gainesville Vision Center, PA.

Funding Sources

Indigent Healthcare Surtax

Account Code(s)
010-2926-562.31-60

Attachment: CHOICES Gville Vison 1st Amend Final.pdf

FIRST AMENDMENT TO THE AGREEMENT
BETWEEN ALACHUA COUNTY AND
GAINESVILLE VISION CENTER, PA
FOR VISION CARE SERVICES

This First Amendment to the Agreement, made and entered into this 8-31-11 A.D., 2010, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners for the benefit of vision care services, hereinafter referred to as "County" and Gainesville Vision Center, (hereinafter referred to as Provider).

WITNESSETH

WHEREAS, the parties hereto have previously entered into an Agreement dated February 8, 2011 for the provision of vision care services; and,

WHEREAS, the parties wish to amend the agreement.

NOW THEREFORE, the parties hereby agree to amend the Agreement dated February 8, 2011 as follows:

A. Section 1, ***Term*** is amended in its entirety to read:
This agreement will become effective October 1, 2011 and shall continue in full force and effect up to and including September 30, 2013, unless terminated as provided herein.

B. This first amendment shall take effect October 1, 2011.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated the 8th day of February 2011, 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:_____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By:_____
Print: Tina Dickerson
Title: Office Mgr.

VENDOR

By:_____
Print: Gerald Deputy DO
Title: Owner

October 25, 2011 Regular BoCC Meeting
Agenda Item #31

Title
CHOICES: R Kevin Quinn dba Quinn Eye Center (Amended)

Amount
N/A

Description
CHOICES Provider First Amendment for Vision Care, Quinn Eye Center.

Recommendation
Approve and Execute the CHOICES First Amendment for Vision Care with R Kevin Quinn dba Quinn Eye Center.

Alternative(s)
Do not approve the CHOICES Agreement for Vision Care with R Kevin Quinn dba Quinn Eye Center.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
First Amendment to the Agreement Between Alachua County And R Kevin Quinn dba Quinn Eye Center, for Vision Care

Documents Requiring Action
First Amendment to the Agreement Between Alachua County And R Kevin Quinn dba Quinn Eye Center, for Vision Care

Executive Summary
This is a First Amendment to allow R Kevin Quinn dba Quinn Eye Center, to continue providing certain specified vision care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider First Amendment with R Kevin Quinn dba Quinn Eye Center, for the provision of Vision Care.

Issues
If not approved, less vision care services will be available to CHOICES Enrollees.

Fiscal Recommendation
Approve the CHOICES Provider First Amendment for Vision Care services with R Kevin Quinn dba Quinn Eye Center.
Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES Provider First Amendment for Vision Care with R Kevin Quinn dba Quinn Eye Center.

Funding Sources
Indigent Healthcare Surtax

Account Code(s)
010-2926-562.31-60

Attachment: CHOICES Quinn eye 1st Amend Final.pdf

FIRST AMENDMENT TO THE AGREEMENT
BETWEEN ALACHUA COUNTY AND
R KEVIN QUINN, OD dba QUINN EYE CENTER
FOR VISION CARE SERVICES

This First Amendment to the Agreement, made and entered into this September 30 A.D., 2010, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners for the benefit of vision care services, hereinafter referred to as "County" and R Kevin Quinn dba Quinn Eye Center, (hereinafter referred to as Provider).

WITNESSETH

WHEREAS, the parties hereto have previously entered into an Agreement dated March 24, 2009 for the provision of vision care services; and,

WHEREAS, the parties wish to amend the agreement.

NOW THEREFORE, the parties hereby agree to amend the Agreement dated March 24, 2009 as follows:

A. Section 1, ***Term*** is amended in its entirety to read:
This agreement will become effective October 1, 2011 and shall continue in full force and effect up to and including September 30, 2013, unless terminated as provided herein.

B. This first amendment shall take effect October 1, 2011.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated the 24th day of March 2009, 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:_____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (~~By Corporate Officer~~)

By: Margaret Ta
Print: Margaret Ta
Title: Office Manager

VENDOR

By: R K Quinn OD
Print: R. Kevin Quinn OD
Title: President

October 25, 2011 Regular BoCC Meeting
Agenda Item #32

Title
CHOICES: UF College of Dentistry Oral Health Care-CHOICES Related (Amended)

Amount
N/A

Description
CHOICES Provider Fifth Amendment for Oral Health Care.

Recommendation
Approve and Execute the CHOICES Fifth Amendment for Oral Health Care with University of Florida Board of Trustees-CHOICES-Related #14115.

Alternative(s)
Do not approve the CHOICES Agreement for Oral Health Care with University of Florida Board of Trustees-CHOICES-Related #14115.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Fifth Amendment to the Agreement Between Alachua County And University of Florida Board of Trustees-CHOICES-Related #14115 for Oral Health Care

Documents Requiring Action
Fifth Amendment to the Agreement Between Alachua County And University of Florida Board of Trustees-CHOICES-Related #14115 for Oral Health Care

Executive Summary
This is a Fifth Amendment to allow University of Florida Board of Trustees-CHOICES-Related #14115, to continue providing certain specified Oral Health Care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider Fifth Amendment with University of Florida Board of Trustees-CHOICES-Related #14115, for the provision of Oral Health Care.

Issues
If not approved, less Oral Health Care services will be available to CHOICES Members.

Fiscal Recommendation
Approve the CHOICES Fifth Amendment for Oral Health Care services with University of Florida Board of Trustees-

CHOICES-Related #14115. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES Fifth Amendment for Oral Health Care with University of Florida Board of Trustees-CHOICES-Related #14115.

Funding Sources
Indigent Healthcare Surtax

Account Code(s)
010-2927-562.31-60

Attachment: CHOICES UF Dentistry 5th Amend Final.pdf

FIFTH AMENDMENT
TO
THE AGREEMENT BETWEEN
ALACHUA COUNTY, FLORIDA
AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR
CHOICES -RELATED SERVICES [#14115]

THE AGREEMENT, effective as of the1st day of January, 2006 ("Effective Date"), as amended, by and between **ALACHUA COUNTY, FLORIDA, 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 UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** ("UNIVERSITY" herein), **FOR THE BENEFIT OF THE COLLEGE OF DENTISTRY, UNIVERSITY OF FLORIDA**, is hereby further amended by this Fifth Amendment to the Agreement ("Fifth Amendment"), effective October 1, 2011 ("Fifth Amendment Effective Date"), as follows:

1. **The first sentence of Section 3.01** of the Agreement (Compensation for UNIVERSITY Services) is hereby deleted in its entirety and replaced with the following text to read:

> Commencing on October 1, 2011 and continuing through September 30, 2013, COUNTY shall pay UNIVERSITY an annual amount ("Amount") of Thirty-Four Thousand Ninety-Two Dollars and Fifty Cents ($34,092.50) for the CHOICES-related services provided by UNIVERSITY pursuant to this Agreement. While the Agreement remains in effect, payment of the Amount shall be made by COUNTY to UNIVERSITY in four (4) equal quarterly installments of Eight Thousand Five Hundred Twenty-Three Dollars and Twelve Cents ($8,523.12), to be paid in advance before the 15th day of each of the following months during the Agreement Term: October, January, April and July.

2. **Section 6.01,** of the Agreement (Effective Date) is hereby deleted in its entirety and replaced with the following text to read:

> **6.01** Effective Date. This Agreement shall commence on the Effective Date and shall remain in full force and effect through and including September 30, 2013, unless earlier terminated or amended, as described in this Section VI.

3. All other terms and provisions of the Agreement, as previously amended, remain in full force and effect. In the event of a conflict between the terms of the Agreement as amended and this **Fifth Amendment**, the terms of this **Fifth Amendment** shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this **Fifth Amendment** to the Agreement [14115] to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

ATTEST

J.K. Irby, Clerk of Court

(SEAL)

BY: _____
Lee Pinkoson, Chair

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE BENEFIT OF THE COLLEGE OF DENTISTRY,
UNIVERSITY OF FLORIDA

By: _____ 9/20/11
Ana Dropps Date
Director of Finance
College of Dentistry
University of Florida

ACKNOWLEDGED BY:

By: _____ 09/18/14
David S. Guzick, M.D., Ph.D. Date
Senior Vice President, Health
Affairs, University of Florida
President, UF & Shands Health System

October 25, 2011 Regular BoCC Meeting
Agenda Item #33

Title
CHOICES: Oral Health Care, Vivek V. Nerikar, DMD, Inc., PA (Amended)

Amount
N/A

Description
CHOICES Provider First Amendment for Oral Health Care.

Recommendation
Approve and Execute the CHOICES First Amendment for Oral Health Care with Vivek V. Nerikar, DMD, Inc.

Alternative(s)
Do not approve the CHOICES Agreement for Oral Health Care with Vivek V. Nerikar, DMD, Inc.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6406

Originating Department
Community Support Services

Attachment(s) Description
First Amendment to the Agreement Between Alachua County And Vivek V. Nerikar, DMD, Inc. for Oral Health Care

Documents Requiring Action
First Amendment to the Agreement Between Alachua County And Vivek V. Nerikar, DMD, Inc. for Oral Health Care

Executive Summary
This is a First Amendment to allow Vivek V. Nerikar, DMD, Inc., to continue providing certain specified Oral Health Care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider First Amendment with Vivek V. Nerikar, DMD, Inc., for the provision of Oral Health Care.

Issues
If not approved, less Oral Health Care services will be available to CHOICES Members.

Fiscal Recommendation
Approve the CHOICES First Amendment for Oral Health Care services with Vivek V. Nerikar, DMD, Inc. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES First Amendment for Oral Health Care with Vivek V. Nerikar, DMD, Inc.

Funding Sources
Indigent Healthcare Surtax

Account Code(s)
010-2927-562.31-60

Attachment: CHOICES Nerikar 1st Amend Final.pdf

FIRST AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
VIVEK V. NERIKAR, DMD, INC.
FOR THE PROVISION OF ORAL HEALTH CARE

THIS FIRST AMEMDMENT to the AGREEMENT is made and entered into this 24 day of October 2011, by and between Alachua County, Florida, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter singularly referred to as County) and Vivek V. Nerikar, DMD, Inc., (hereinafter referred to as Provider), whose address is 4019 NW 17th Place, Gainesville, FL 32605.

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated April 28, 2009, for the provision of oral health care services; and,

WHEREAS, the parties wish to extend the term and further revise agreement.

NOW, THEREFORE, the parties hereby agree to amend the April 28, 2009 agreement as follows:

A. Section 2, ***Term***, is amended in its entirety to read:

> Section 2 **Term**. This Agreement will become effective on October 1, 2011 and shall continue in full force up to and including September 30, 2013, unless terminated as provided herein. Any renewal shall be by amendment of this Agreement in accord with Section (8) of this Agreement.

B. Attachment A-1 to the agreement dated (28th day of April, 2009) is hereby replaced in its entirety by Exhibit 1 to this amendment.

C. This fourth 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 between the parties, dated 28th day of April 2009, as amended by the parties, shall be and remain in full force and effect. In the event of a conflict between the terms of the Agreement, the First Amendment shall control. The parties intend that the First Amendment and its Attachments be incorporated into the Agreement.

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

ATTEST

BY: _____

J. K. Irby, Clerk
(SEAL)

Lee Pinkoson, Chair

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

PROVIDER

By: _____

9 | 20 | 11
Date

Attest by Corporate Officer

BY: Roxanne Job

Roxanne Job

9-20-11
Date

$10.00* COPAY EACH COVERED SERVICE VISIT AT UFCD
***SELECTED DENTURE THERAPY SERVICES REQUIRE $50.00 COPAY**

$1,000.00 per Enrollee maximum per calendar year. If enrolled in CHOICES Disease Management, the maximum per calendar year is $1,200.00.

Additional $1,000.00 maximum per calendar year for Denture Therapy Services.

NOTE: Health care services NOT listed in this Attachment are Non-Covered Oral Health Care Service. For example, crowns/"caps" are a Non-Covered Oral Health Care Service.

CHOICES Health Services Covered Dental Services FY 2012			
CPT	**PROCEDURE**	**SERVICE LIMIT**	**FEE**
BASIC			
0120	Periodic Exam	yearly	$35
0140	Limited Exam	as needed	$35
0150	Comprehensive Exam	2/year	$105
NOTE: 0150 is a bundled fee to include diagnostic casts ($25) and pulp vitality testing ($10)			
0160	Detailed and Problem Focused Exam	as needed	$50.00
0210	Full Mouth Series	1/3yrs	$75.00
0220	X-ray (Single)	as needed	$20.00
0230	X-ray (Each Additional)	as needed	$12.00
0240	X-ray (Occlusal)	as needed	$25.00
0270	X-ray (Bitewing)	as needed	$18.00
0272	X-ray (2/3 Bitewing)	yearly	$30.00
0274	X-ray (4 Bitewings)	yearly	$40.00
0330	Panorex	2/year	$65.00
0460	Pulp vitality test	as needed	$10.00
0470	Diagnostic Casts	yearly	$25.00
PREVENTIVE			
1110	Prophylaxis (Adult)	2/year	$50.00
1204	Topical Fluoride (adult)	2/year	$16.00
1206	Topical Fluoride Varnish	4/year	$15.00
1310	Nutritional Counseling	2/year	$20.00
1330	Oral Hygiene Instruction	2/year	$16.00
1351	Sealant – per tooth	as needed	$20.00
1352	Preventive Restorative Resin (PRR)	as needed	$38.00
2999	Sealant – each add'l tooth, same visit	as needed	$10.00

RESTORATIVE			
2140	Amalgam 1 surf. (perm)	as needed	$60.00
2150	Amalgam 2 surf. (perm)	as needed	$75.00
2160	Amalgam 3 surf. (perm)	as needed	$90.00
2161	Amalgam 4 surf. (perm)	as needed	$105.00
2330	Resin/Composite 1 surf. (perm)	as needed	$70.00
2331	Resin/Composite 2 surf. (perm)	as needed	$85.00
2332	Resin/Composite 3 surf. (perm)	as needed	$101.00
2335	Resin/Composite 4+ surfs. (perm)	as needed	$130.00
2391	Resin – one surface, posterior, permanent	as needed	$75.00
2392	Resin – two surfaces, posterior – permanent	as needed	$100.00
2393	Resin – three or more surfaces, posterior – permanent	as needed	$120.00
2394	Resin-based composite – 4 or more surfaces, posterior permanent	as needed	$145.00
2920	Re-Cement Crown	as needed	$40.00
6930	Re-Cement Bridge	as needed	$50.00
2940	Sedative Filling	as needed	$30.00
2951	Pin retention (excl. of restoration)	as needed	$25.00
3110	Pulp Cap	as needed	$35.00
3120	Indirect Pulp Cap	as needed	$35.00
2949	Core Buildup Chamber Retained	as needed	$80.00
2950	Core Buildup	as needed	$90.00
2954	Prefab. Post and Core	as needed	$120.00
2960	Labial Veneer Resin - Chairside	as needed	$150.00
6972	Prefab. Post and Core in addition to fixed partial denture retainer	as needed	$175.00
ENDODONTICS			
3310	Root Canal Therapy – anterior, single canal (excluding final restoration)	as needed	$235.00
3320	Root Canal Therapy – bicuspid, single canal (excluding final restoration)	as needed	$290.00
3330	Root Canal Therapy – molar (excluding final restoration)	as needed	$375.00
3346	Retreatment – anterior	as needed	$260.00
3347	Retreatment – premolar	as needed	$280.00

3348	Retreatment – molar	as needed	$375.00
3410	Apicoectomy - Anterior	as needed	$525.00
3421	Apicoectomy - Bicuspid	as needed	$625.00
3425	Apicoectomy - Molar	as needed	$655.00
3426	Apicoectomy – Addl Roots	as needed	$100.00
PERIODONTICS			
4341	Scaling and Root Planing = 4+ teeth/quad.	≤4/year	$75.00
4342	Scaling and Root Planing = ≤3 teeth/quad	≤4/year	$55.00
4355	Full Debridement for Oral Exam	as needed	$70.00
4380	Phase I Perio Evaluation	1/year	$50.00
4910	Periodontal Maintenance (SPT)	≤4/year	$55.00
ORAL SURGERY			
7140	Extraction (Single Tooth)	as needed	$65.00
7210	Surgical Extraction of Erupted Tooth	as needed	$65.00
7220	Removal of Impacted Tooth – soft tissue	as needed	$75.00
7230	Removal of Impacted Tooth – partial bony	as needed	$105.00
7240	Removal of Impacted Tooth – completely bony	as needed	$140.00
7241	Removal of Impacted Tooth – completely bony with unusual surgical complications	as needed	$380.00
7250	Surgical Removal of Residual Tooth Roots Cutting Procedure	as needed	$190.00
7260	Oral Antral Fistula Closure	as needed	$120.00
7285	Biopsy of Oral Tissue – hard	as needed	$70.00
7286	Biopsy of Oral Tissue – soft	as needed	$60.00
7310	Alveoplasty in Conjunction with Extractions – per quadrant	as needed	$50.00
7311	Alveoplasty Incl Ext 1-3 teeth	as needed	$50.00
7320	Alveoplasty not in Conjunction with Extractions – per quadrant	as needed	$75.00
7321	Alveoplasty W/O Ext 1-3 teeth	as needed	$75.00
7470	Removal of Exostosis	as needed	$95.00
7471	Removal of Lateral Exostosis (max/mand)	as needed	$410.00
7472	Removal of Torus Palatinus	as needed	$60.00

7473	Removal of Torus Mandibularis	as needed	$60.00
7510	Surgical Incision and Drainage	as needed	$65.00
MISCELLANEOUS			
9110	Palliative Emergency Treatment	as needed	$35.00
9230	Analgesia – inhaled (nitrous oxide)	as needed	$30.00
9241	IV Sedation	as needed	$250.00
9242	IV Sedation each addl 15 min.	as needed	$95.00
9310	Consult Professional	as needed	$80.00
9940	Occlusal Guard	yearly	$220.00

DENTURE THERAPY SERVICES

Additional $1,000.00 maximum per calendar year for Denture Therapy Services.

<u>*Selected services require $50.00 Co-Payment</u>

DENTURE SERVICES:			
PROCEDURE	**CODE**	**SERVICE LIMIT**	**FEE (**less $50 patient responsibility)**
***Complete Upper Denture $50.00 Copayment**	5110	every 5 years	****$390.00**
***Complete Lower Denture $50.00 Copayment**	5120	every 5 years	****$390.00**
***Immediate Upper Denture $50.00 Copayment**	5130	initial placement limit	****$450.00**
***Immediate Lower Denture $50.00 Copayment**	5140	initial placement limit	****$450.00**
***Overdenture – Complete $50.00 Copayment**	5860	every 5 years	****$400.00**
Adjust Complete Denture - upper	5410	as needed	$40.00
Adjust Complete Denture - lower	5411	as needed	$40.00
Repair Broken Complete Denture Base	5510	as needed	$90.00
Replace Missing or Broken teeth - complete denture (each tooth)	5520	as needed	$75.00
Rebase Complete Upper Denture	5710	yearly	$250.00
Rebase Complete Lower Denture	5711	yearly	$250.00
Reline Upper Complete Denture (chairside)	5730	yearly	$100.00
Reline Lower Complete Denture (chairside)	5731	yearly	$100.00
Reline Upper Complete Denture (laboratory)	5750	yearly	$170.00
Reline Lower Complete Denture (laboratory)	5751	yearly	$170.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
***Interim Complete Denture – upper $50.00 Copayment**	5810	Initial placement limit	**$200.00
***Interim Complete Denture – lower $50.00 Copayment**	5811	Initial placement limit	**$200.00
Tissue Conditioning - upper	5850	yearly	$75.00
Tissue Conditioning - lower	5851	yearly	$75.00
PARTIAL DENTURE SERVICES:			
***Upper Partial - resin base (including clasps, rests and teeth) $50.00 Copayment**	5211	yearly	**$250.00
***Lower Partial - resin base (including clasps, rests and teeth 50.00 Copayment**	5212	yearly	**$250.00
***Upper Partial - cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5213	every 5 years	**$500.00
***Lower Partial – cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5214	every 5 years	**$500.00
*** Unilateral Partial Denture – cast metal (including clasps and teeth) $50.00 Copayment**	5281	every 5 years	**$205.00
***Interim Partial Denture – upper $50.00 Copayment**	5820	initial placement limit	**$150.00
***Interim Partial Denture - lower $50.00 Copayment**	5821	initial placement limit	**$150.00
***Overdenture – Partial $50.00 Copayment**	5861	every 5 years	**$500.00
Flexible Removable Partial - upper $50.00 Copayment	5225	every 5 years	**$400.00
Flexible Removable Partial – lower $50.00 Copayment	5226	every 5 years	**$400.00
Adjust Partial Denture - upper	5421	as needed	$40.00
Adjust Partial Denture - lower	5422	as needed	$40.00
Repair Resin Saddle or Base	5610	as needed	$110.00
Repair Cast Framework	5620	as needed	$120.00
Repair or Replace Broken Clasp	5630	as needed	$120.00
Replace Broken Tooth - partial denture per tooth	5640	as needed	$70.00
Add Tooth to Existing Partial Denture	5650	as needed	$120.00
Add Clasp to Existing Partial Denture	5660	as needed	$120.00
Rebase Upper Partial Denture	5720	yearly	$250.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
Rebase Lower Partial Denture	5721	yearly	$250.00
Reline Upper Partial Denture (chairside)	5740	yearly	$100.00
Reline Lower Partial Denture (chairside)	5741	yearly	$100.00
Reline Upper Partial Denture (laboratory)	5760	yearly	$165.00
Reline Lower Partial Denture (laboratory)	5761	yearly	$165.00

October 25, 2011 Regular BoCC Meeting
Agenda Item #34

Title
CHOICES: Stephen L Goldfaden, DDS, PA Oral Health Care(Amended) (Amended)

Amount
N/A

Description
CHOICES Provider First Amendment for Oral Health Care.

Recommendation
Approve and Execute the CHOICES First Amendment for Oral Health Care with Stephen L Goldfaden, DDS, PA.

Alternative(s)
Do not approve the CHOICES Agreement for Oral Health Care with Stephen L Goldfaden, DDS, PA.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
First Amendment to the Agreement Between Alachua County And Stephen L Goldfaden, DDS, PA, for Oral Health Care

Documents Requiring Action
First Amendment to the Agreement Between Alachua County And Stephen L Goldfaden, DDS, PA, for Oral Health Care

Executive Summary
This is a First Amendment to allow Stephen L Goldfaden, DDS, PA, to continue providing certain specified Oral Health Care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider First Amendment with Stephen L Goldfaden, DDS, PA, for the provision of Oral Health Care.

Issues
If not approved, less Oral Health Care services will be available to CHOICES Members.

Fiscal Recommendation
Approve the CHOICES First Amendment for Oral Health Care services with Stephen L Goldfaden, DDS, PA. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES First Amendment for Oral Health Care with Stephen L Goldfaden, DDS, PA.

Funding Sources
Indigent Healthcare Surtax

Account Code(s)
010-2927-562.31-60

Attachment: CHOICES Goldfaden 1st Amend Final.pdf

FIRST AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
STEPHEN L GOLDFADEN, DDS, PA.
FOR THE PROVISION OF ORAL HEALTH CARE

THIS FIRST AMEMDMENT to the AGREEMENT is made and entered into this 24 day of October 2011, by and between Alachua County, Florida, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter singularly referred to as County) and Stephen L. Goldfaden, DDS, PA, (hereinafter referred to as Provider), whose address is 1905 NW 13th Street, Gainesville, FL 32609.

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated May 10, 2011, for the provision of oral health care services; and,

WHEREAS, the parties wish to extend the term and further revise agreement.

NOW, THEREFORE, the parties hereby agree to amend the May 10, 2011 agreement as follows:

A. Section 2, ***Term***, is amended in its entirety to read:

> Section 2 **Term**. This Agreement will become effective on October 1, 2011 and shall continue in full force up to and including September 30, 2013, unless terminated as provided herein. Any renewal shall be by amendment of this Agreement in accord with Section (8) of this Agreement.

B. Attachment A-1 to the agreement dated (10th day of May, 2011) is hereby replaced in its entirety by Exhibit 1 to this amendment.

C. This fourth 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 between the parties, dated 28th day of April 2009, as amended by the parties, shall be and remain in full force and effect. In the event of a conflict between the terms of the Agreement, the First Amendment shall control. The parties intend that the First Amendment and its Attachments be incorporated into the Agreement.

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

ATTEST

BY: _____

J. K. Irby, Clerk
(SEAL)

Lee Pinkoson, Chair

APPROVED AS TO FORM:

Alachua County Attorney's Office

PROVIDER

By: _____

9/20/11

Date

Attest by Corporate Officer

BY: Office Administrator

9/20/11

Date

$10.00* COPAY EACH COVERED SERVICE VISIT AT UFCD
***SELECTED DENTURE THERAPY SERVICES REQUIRE $50.00 COPAY**

$1,000.00 per Enrollee maximum per calendar year. If enrolled in CHOICES Disease Management, the maximum per calendar year is $1,200.00.

Additional $1,000.00 maximum per calendar year for Denture Therapy Services.

NOTE: Health care services NOT listed in this Attachment are Non-Covered Oral Health Care Service. For example, crowns/"caps" are a Non-Covered Oral Health Care Service.

CHOICES Health Services Covered Dental Services FY 2012			
CPT	**PROCEDURE**	**SERVICE LIMIT**	**FEE**
BASIC			
0120	Periodic Exam	yearly	$35
0140	Limited Exam	as needed	$35
0150	Comprehensive Exam	2/year	$105
NOTE: 0150 is a bundled fee to include diagnostic casts ($25) and pulp vitality testing ($10)			
0160	Detailed and Problem Focused Exam	as needed	$50.00
0210	Full Mouth Series	1/3yrs	$75.00
0220	X-ray (Single)	as needed	$20.00
0230	X-ray (Each Additional)	as needed	$12.00
0240	X-ray (Occlusal)	as needed	$25.00
0270	X-ray (Bitewing)	as needed	$18.00
0272	X-ray (2/3 Bitewing)	yearly	$30.00
0274	X-ray (4 Bitewings)	yearly	$40.00
0330	Panorex	2/year	$65.00
0460	Pulp vitality test	as needed	$10.00
0470	Diagnostic Casts	yearly	$25.00
PREVENTIVE			
1110	Prophylaxis (Adult)	2/year	$50.00
1204	Topical Fluoride (adult)	2/year	$16.00
1206	Topical Fluoride Varnish	4/year	$15.00
1310	Nutritional Counseling	2/year	$20.00
1330	Oral Hygiene Instruction	2/year	$16.00
1351	Sealant – per tooth	as needed	$20.00
1352	Preventive Restorative Resin (PRR)	as needed	$38.00
2999	Sealant – each add'l tooth, same visit	as needed	$10.00

RESTORATIVE			
2140	Amalgam 1 surf. (perm)	as needed	$60.00
2150	Amalgam 2 surf. (perm)	as needed	$75.00
2160	Amalgam 3 surf. (perm)	as needed	$90.00
2161	Amalgam 4 surf. (perm)	as needed	$105.00
2330	Resin/Composite 1 surf. (perm)	as needed	$70.00
2331	Resin/Composite 2 surf. (perm)	as needed	$85.00
2332	Resin/Composite 3 surf. (perm)	as needed	$101.00
2335	Resin/Composite 4+ surfs. (perm)	as needed	$130.00
2391	Resin – one surface, posterior, permanent	as needed	$75.00
2392	Resin – two surfaces, posterior – permanent	as needed	$100.00
2393	Resin – three or more surfaces, posterior – permanent	as needed	$120.00
2394	Resin-based composite – 4 or more surfaces, posterior permanent	as needed	$145.00
2920	Re-Cement Crown	as needed	$40.00
6930	Re-Cement Bridge	as needed	$50.00
2940	Sedative Filling	as needed	$30.00
2951	Pin retention (excl. of restoration)	as needed	$25.00
3110	Pulp Cap	as needed	$35.00
3120	Indirect Pulp Cap	as needed	$35.00
2949	Core Buildup Chamber Retained	as needed	$80.00
2950	Core Buildup	as needed	$90.00
2954	Prefab. Post and Core	as needed	$120.00
2960	Labial Veneer Resin - Chairside	as needed	$150.00
6972	Prefab. Post and Core in addition to fixed partial denture retainer	as needed	$175.00
ENDODONTICS			
3310	Root Canal Therapy – anterior, single canal (excluding final restoration)	as needed	$235.00
3320	Root Canal Therapy – bicuspid, single canal (excluding final restoration)	as needed	$290.00
3330	Root Canal Therapy – molar (excluding final restoration)	as needed	$375.00
3346	Retreatment – anterior	as needed	$260.00
3347	Retreatment – premolar	as needed	$280.00

3348	Retreatment – molar	as needed	$375.00
3410	Apicoectomy - Anterior	as needed	$525.00
3421	Apicoectomy - Bicuspid	as needed	$625.00
3425	Apicoectomy - Molar	as needed	$655.00
3426	Apicoectomy – Addl Roots	as needed	$100.00
PERIODONTICS			
4341	Scaling and Root Planing = 4+ teeth/quad.	≤4/year	$75.00
4342	Scaling and Root Planing = ≤3 teeth/quad	≤4/year	$55.00
4355	Full Debridement for Oral Exam	as needed	$70.00
4380	Phase I Perio Evaluation	1/year	$50.00
4910	Periodontal Maintenance (SPT)	≤4/year	$55.00
ORAL SURGERY			
7140	Extraction (Single Tooth)	as needed	$65.00
7210	Surgical Extraction of Erupted Tooth	as needed	$65.00
7220	Removal of Impacted Tooth – soft tissue	as needed	$75.00
7230	Removal of Impacted Tooth – partial bony	as needed	$105.00
7240	Removal of Impacted Tooth – completely bony	as needed	$140.00
7241	Removal of Impacted Tooth – completely bony with unusual surgical complications	as needed	$380.00
7250	Surgical Removal of Residual Tooth Roots Cutting Procedure	as needed	$190.00
7260	Oral Antral Fistula Closure	as needed	$120.00
7285	Biopsy of Oral Tissue – hard	as needed	$70.00
7286	Biopsy of Oral Tissue – soft	as needed	$60.00
7310	Alveoplasty in Conjunction with Extractions – per quadrant	as needed	$50.00
7311	Alveoplasty Incl Ext 1-3 teeth	as needed	$50.00
7320	Alveoplasty not in Conjunction with Extractions – per quadrant	as needed	$75.00
7321	Alveoplasty W/O Ext 1-3 teeth	as needed	$75.00
7470	Removal of Exostosis	as needed	$95.00
7471	Removal of Lateral Exostosis (max/mand)	as needed	$410.00
7472	Removal of Torus Palatinus	as needed	$60.00

7473	Removal of Torus Mandibularis	as needed	$60.00
7510	Surgical Incision and Drainage	as needed	$65.00
MISCELLANEOUS			
9110	Palliative Emergency Treatment	as needed	$35.00
9230	Analgesia – inhaled (nitrous oxide)	as needed	$30.00
9241	IV Sedation	as needed	$250.00
9242	IV Sedation each addl 15 min.	as needed	$95.00
9310	Consult Professional	as needed	$80.00
9940	Occlusal Guard	yearly	$220.00

DENTURE THERAPY SERVICES

Additional $1,000.00 maximum per calendar year for Denture Therapy Services.

***Selected services require $50.00 Co-Payment**

DENTURE SERVICES:			
PROCEDURE	**CODE**	**SERVICE LIMIT**	**FEE (**less $50 patient responsibility)**
***Complete Upper Denture $50.00 Copayment**	5110	every 5 years	****$390.00**
***Complete Lower Denture $50.00 Copayment**	5120	every 5 years	****$390.00**
***Immediate Upper Denture $50.00 Copayment**	5130	initial placement limit	****$450.00**
***Immediate Lower Denture $50.00 Copayment**	5140	initial placement limit	****$450.00**
***Overdenture – Complete $50.00 Copayment**	5860	every 5 years	****$400.00**
Adjust Complete Denture - upper	5410	as needed	$40.00
Adjust Complete Denture - lower	5411	as needed	$40.00
Repair Broken Complete Denture Base	5510	as needed	$90.00
Replace Missing or Broken teeth - complete denture (each tooth)	5520	as needed	$75.00
Rebase Complete Upper Denture	5710	yearly	$250.00
Rebase Complete Lower Denture	5711	yearly	$250.00
Reline Upper Complete Denture (chairside)	5730	yearly	$100.00
Reline Lower Complete Denture (chairside)	5731	yearly	$100.00
Reline Upper Complete Denture (laboratory)	5750	yearly	$170.00
Reline Lower Complete Denture (laboratory)	5751	yearly	$170.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
***Interim Complete Denture – upper $50.00 Copayment**	5810	Initial placement limit	**$200.00
***Interim Complete Denture – lower $50.00 Copayment**	5811	Initial placement limit	**$200.00
Tissue Conditioning - upper	5850	yearly	$75.00
Tissue Conditioning - lower	5851	yearly	$75.00
PARTIAL DENTURE SERVICES:			
***Upper Partial - resin base (including clasps, rests and teeth) $50.00 Copayment**	5211	yearly	**$250.00
***Lower Partial - resin base (including clasps, rests and teeth 50.00 Copayment**	5212	yearly	**$250.00
***Upper Partial - cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5213	every 5 years	**$500.00
***Lower Partial – cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5214	every 5 years	**$500.00
*** Unilateral Partial Denture – cast metal (including clasps and teeth) $50.00 Copayment**	5281	every 5 years	**$205.00
***Interim Partial Denture – upper $50.00 Copayment**	5820	initial placement limit	**$150.00
***Interim Partial Denture - lower $50.00 Copayment**	5821	initial placement limit	**$150.00
***Overdenture – Partial $50.00 Copayment**	5861	every 5 years	**$500.00
Flexible Removable Partial - upper $50.00 Copayment	5225	every 5 years	**$400.00
Flexible Removable Partial – lower $50.00 Copayment	5226	every 5 years	**$400.00
Adjust Partial Denture - upper	5421	as needed	$40.00
Adjust Partial Denture - lower	5422	as needed	$40.00
Repair Resin Saddle or Base	5610	as needed	$110.00
Repair Cast Framework	5620	as needed	$120.00
Repair or Replace Broken Clasp	5630	as needed	$120.00
Replace Broken Tooth - partial denture per tooth	5640	as needed	$70.00
Add Tooth to Existing Partial Denture	5650	as needed	$120.00
Add Clasp to Existing Partial Denture	5660	as needed	$120.00
Rebase Upper Partial Denture	5720	yearly	$250.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
Rebase Lower Partial Denture	5721	yearly	$250.00
Reline Upper Partial Denture (chairside)	5740	yearly	$100.00
Reline Lower Partial Denture (chairside)	5741	yearly	$100.00
Reline Upper Partial Denture (laboratory)	5760	yearly	$165.00
Reline Lower Partial Denture (laboratory)	5761	yearly	$165.00

Title
CHOICES: UF College of Dentistry (Amended)

Amount
N/A

Description
CHOICES Provider Sixth Amendment for Oral Health Care.

Recommendation
Approve and Execute the CHOICES Sixth Amendment for Oral Health Care with University of Florida Board of Trustees-#13835.

Alternative(s)
Do not approve the CHOICES Agreement for Oral Health Care with University of Florida Board of Trustees-#13835.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Sixth Amendment to the Agreement Between Alachua County And University of Florida Board of Trustees-#13835 for Oral Health Care

Documents Requiring Action
Sixth Amendment to the Agreement Between Alachua County And University of Florida Board of Trustees-#13835 for Oral Health Care

Executive Summary
This is a Sixth Amendment to allow University of Florida Board of Trustees-#13835, to continue providing certain specified Oral Health Care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider Sixth Amendment with University of Florida Board of Trustees-#13835, for the provision of Oral Health Care.

Issues
If not approved, less Oral Health Care services will be available to CHOICES Members.

Fiscal Recommendation
Approve the CHOICES Sixth Amendment for Oral Health Care services with University of Florida Board of Trustees-#13835. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES Sixth Amendment for Oral Health Care with University of Florida Board of Trustees-#13835.

Funding Sources
Indigent Healthcare Surtax

Account Code(s)
010-2927-562.31-60

Attachment: CHOICES UF Oral 6th Amend Final.pdf

SIXTH AMENDMENT
TO
THE AGREEMENT BETWEEN
ALACHUA COUNTY, FLORIDA
AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR
THE PROVISION OF HEALTH CARE SERVICES (Oral Health Care) [#13835]

THE AGREEMENT, made and entered into on February 9, 2006, by and between **ALACHUA COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS** ("County"), and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, ("UNIVERSITY"), **FOR THE BENEFIT OF THE COLLEGE OF DENTISTRY, UNIVERSITY OF FLORIDA** ("College"), is hereby amended by this **Sixth Amendment**, effective October 1, 2011, as follows:

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated February 9, 2006 ("Agreement"), for the provision of health care services, which was subsequently amended by five (5) consecutively-numbered Amendments to the Agreement; and

WHEREAS, the parties now wish to further amend the Agreement.

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. **Section 2**, **Term**, is deleted in its entirety and replaced with the following text to read:

"This Agreement, made and entered into on February 9, 2006, shall continue in full force and effect through **September 30, 2012**, unless earlier terminated or amended according to the terms stated herein."

2. **Exhibit A-1** to the Agreement is deleted in its entirety and replaced with the text under the heading "Exhibit A-1" in **Attachment 1** hereto.

3. Except as expressly amended herein, all other terms and provisions of the original Agreement between the parties, dated 9th day of February, 2006, as amended, shall be and remain in full force and effect. In the event of a conflict between the terms of the Agreement as amended and this **Sixth Amendment**, the terms of this **Sixth Amendment** shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this **Sixth Amendment** to the Agreement [#13835] to be executed for the uses and purposes herein expressed on the day and year first above-written.

ATTEST

J.K. Irby, Clerk of Court
(SEAL)

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

APPROVED AS TO FORM:

Alachua County Attorney's Office

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE BENEFIT OF THE COLLEGE OF DENTISTRY, UNIVERSITY OF FLORIDA

By: _____ 9/20/11
Ana Dropps Date
Director of Finance
College of Dentistry
University of Florida

ACKNOWLEDGED:

By: _____ 09/19/4
David S. Guzick, M.D., Ph.D. Date
Senior Vice President, Health
Affairs, University of Florida
President, UF & Shands Health System

$7.00* COPAY EACH COVERED SERVICE VISIT AT UFCD
***SELECTED DENTURE THERAPY SERVICES REQUIRE $50.00 COPAY**

$1,000.00 per Enrollee maximum per calendar year. If enrolled in CHOICES Disease Management, the maximum per calendar year is $1,200.00.

Additional $1,000.00 maximum per calendar year for Denture Therapy Services.

NOTE: Health care services NOT listed in this Attachment are Non-Covered Oral Health Care Service. For example, crowns or caps are a Non-Covered Oral Health Care Service.

CHOICES Health Services Covered Dental Services FY 2012			
CPT	**PROCEDURE**	**SERVICE LIMIT**	**FEE**
BASIC			
0120	Periodic Exam	yearly	$35
0140	Limited Exam	as needed	$35
0150	Comprehensive Exam	2/year	$105
NOTE: 0150 is a bundled fee to include diagnostic casts ($25) and pulp vitality testing ($10)			
0160	Detailed and Problem Focused Exam	as needed	$50.00
0210	Full Mouth Series	1/3yrs	$75.00
0220	X-ray (Single)	as needed	$20.00
0230	X-ray (Each Additional)	as needed	$12.00
0240	X-ray (Occlusal)	as needed	$25.00
0270	X-ray (Bitewing)	as needed	$18.00
0272	X-ray (2/3 Bitewing)	yearly	$30.00
0274	X-ray (4 Bitewings)	yearly	$40.00
0330	Panorex	2/year	$65.00
0460	Pulp vitality test	as needed	$10.00
0470	Diagnostic Casts	yearly	$25.00
PREVENTIVE			
1110	Prophylaxis (Adult)	2/year	$50.00
1204	Topical Fluoride (adult)	2/year	$16.00
1206	Topical Fluoride Varnish	4/year	$15.00
1310	Nutritional Counseling	2/year	$20.00
1330	Oral Hygiene Instruction	2/year	$16.00
1351	Sealant – per tooth	as needed	$20.00
1352	Preventive Restorative Resin (PRR)	as needed	$38.00
2999	Sealant – each add'l tooth, same visit	as needed	$10.00

RESTORATIVE			
2140	Amalgam 1 surf. (perm)	as needed	$60.00
2150	Amalgam 2 surf. (perm)	as needed	$75.00
2160	Amalgam 3 surf. (perm)	as needed	$90.00
2161	Amalgam 4 surf. (perm)	as needed	$105.00
2330	Resin/Composite 1 surf. (perm)	as needed	$70.00
2331	Resin/Composite 2 surf. (perm)	as needed	$85.00
2332	Resin/Composite 3 surf. (perm)	as needed	$101.00
2335	Resin/Composite 4+ surfs. (perm)	as needed	$130.00
2391	Resin – one surface, posterior, permanent	as needed	$75.00
2392	Resin – two surfaces, posterior – permanent	as needed	$100.00
2393	Resin – three or more surfaces, posterior – permanent	as needed	$120.00
2394	Resin-based composite – 4 or more surfaces, posterior permanent	as needed	$145.00
2920	Re-Cement Crown	as needed	$40.00
6930	Re-Cement Bridge	as needed	$50.00
2940	Sedative Filling	as needed	$30.00
2951	Pin retention (excl. of restoration)	as needed	$25.00
3110	Pulp Cap	as needed	$35.00
3120	Indirect Pulp Cap	as needed	$35.00
2949	Core Buildup Chamber Retained	as needed	$80.00
2950	Core Buildup	as needed	$90.00
2954	Prefab. Post and Core	as needed	$120.00
2960	Labial Veneer Resin - Chairside	as needed	$150.00
6972	Prefab. Post and Core in addition to fixed partial denture retainer	as needed	$175.00
ENDODONTICS			
3310	Root Canal Therapy – anterior, single canal (excluding final restoration)	as needed	$235.00
3320	Root Canal Therapy – bicuspid, single canal (excluding final restoration)	as needed	$275.00
3330	Root Canal Therapy – molar (excluding final restoration)	as needed	$375.00
3346	Retreatment – anterior	as needed	$260.00
3347	Retreatment – premolar	as needed	$280.00

3348	Retreatment – molar	as needed	$375.00
3410	Apicoectomy - Anterior	as needed	$525.00
3421	Apicoectomy - Bicuspid	as needed	$625.00
3425	Apicoectomy - Molar	as needed	$655.00
3426	Apicoectomy – Addl Roots	as needed	$100.00
PERIODONTICS			
4341	Scaling and Root Planing = 4+ teeth/quad.	≤4/year	$75.00
4342	Scaling and Root Planing = ≤3 teeth/quad	≤4/year	$55.00
4355	Full Debridement for Oral Exam	as needed	$70.00
4380	Phase I Perio Evaluation	1/year	$50.00
4910	Periodontal Maintenance (SPT)	≤4/year	$55.00
ORAL SURGERY			
7140	Extraction (Single Tooth)	as needed	$65.00
7210	Surgical Extraction of Erupted Tooth	as needed	$65.00
7220	Removal of Impacted Tooth – soft tissue	as needed	$75.00
7230	Removal of Impacted Tooth – partial bony	as needed	$105.00
7240	Removal of Impacted Tooth – completely bony	as needed	$140.00
7241	Removal of Impacted Tooth – completely bony with unusual surgical complications	as needed	$380.00
7250	Surgical Removal of Residual Tooth Roots Cutting Procedure	as needed	$190.00
7260	Oral Antral Fistula Closure	as needed	$120.00
7285	Biopsy of Oral Tissue – hard	as needed	$70.00
7286	Biopsy of Oral Tissue – soft	as needed	$60.00
7310	Alveoplasty in Conjunction with Extractions – per quadrant	as needed	$50.00
7311	Alveoplasty Incl Ext 1-3 teeth	as needed	$50.00
7320	Alveoplasty not in Conjunction with Extractions – per quadrant	as needed	$75.00
7321	Alveoplasty W/O Ext 1-3 teeth	as needed	$75.00
7470	Removal of Exostosis	as needed	$95.00
7471	Removal of Lateral Exostosis (max/mand)	as needed	$410.00
7472	Removal of Torus Palatinus	as needed	$60.00

7473	Removal of Torus Mandibularis	as needed	$60.00
7510	Surgical Incision and Drainage	as needed	$65.00
MISCELLANEOUS			
9110	Palliative Emergency Treatment	as needed	$35.00
9230	Analgesia – inhaled (nitrous oxide)	as needed	$30.00
9241	IV Sedation	as needed	$250.00
9242	IV Sedation each addl 15 min.	as needed	$95.00
9310	Consult Professional	as needed	$80.00
9940	Occlusal Guard	yearly	$220.00

DENTURE THERAPY SERVICES
Additional $1,000.00 maximum per calendar year for Denture Therapy Services.
<u>*Selected services require $50.00 Co-Payment</u>

DENTURE SERVICES:			
PROCEDURE	**CODE**	**SERVICE LIMIT**	**FEE (**less $50 patient responsibility)**
***Complete Upper Denture $50.00 Copayment**	5110	every 5 years	**$390.00
***Complete Lower Denture $50.00 Copayment**	5120	every 5 years	**$390.00
***Immediate Upper Denture $50.00 Copayment**	5130	initial placement limit	**$450.00
***Immediate Lower Denture $50.00 Copayment**	5140	initial placement limit	**$450.00
***Overdenture – Complete $50.00 Copayment**	5860	every 5 years	**$400.00
Adjust Complete Denture - upper	5410	as needed	$40.00
Adjust Complete Denture - lower	5411	as needed	$40.00
Repair Broken Complete Denture Base	5510	as needed	$90.00
Replace Missing or Broken teeth - complete denture (each tooth)	5520	as needed	$75.00
Rebase Complete Upper Denture	5710	yearly	$250.00
Rebase Complete Lower Denture	5711	yearly	$250.00
Reline Upper Complete Denture (chairside)	5730	yearly	$100.00
Reline Lower Complete Denture (chairside)	5731	yearly	$100.00
Reline Upper Complete Denture (laboratory)	5750	yearly	$170.00
Reline Lower Complete Denture (laboratory)	5751	yearly	$170.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
***Interim Complete Denture – upper $50.00 Copayment**	5810	Initial placement limit	**$200.00
***Interim Complete Denture – lower $50.00 Copayment**	5811	Initial placement limit	**$200.00
Tissue Conditioning - upper	5850	yearly	$75.00
Tissue Conditioning - lower	5851	yearly	$75.00
PARTIAL DENTURE SERVICES:			
***Upper Partial - resin base (including clasps, rests and teeth) $50.00 Copayment**	5211	yearly	**$250.00
***Lower Partial - resin base (including clasps, rests and teeth 50.00 Copayment**	5212	yearly	**$250.00
***Upper Partial - cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5213	every 5 · years	**$500.00
***Lower Partial – cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5214	every 5 years	**$500.00
*** Unilateral Partial Denture – cast metal (including clasps and teeth) $50.00 Copayment**	5281	every 5 years	**$205.00
***Interim Partial Denture – upper $50.00 Copayment**	5820	initial placement limit	**$150.00
***Interim Partial Denture - lower $50.00 Copayment**	5821	initial placement limit	**$150.00
***Overdenture – Partial $50.00 Copayment**	5861	every 5 years	**$500.00
Flexible Removable Partial - upper $50.00 Copayment	5225	every 5 years	**$400.00
Flexible Removable Partial – lower $50.00 Copayment	5226	every 5 years	**$400.00
Adjust Partial Denture - upper	5421	as needed	$40.00
Adjust Partial Denture - lower	5422	as needed	$40.00
Repair Resin Saddle or Base	5610	as needed	$110.00
Repair Cast Framework	5620	as needed	$120.00
Repair or Replace Broken Clasp	5630	as needed	$120.00
Replace Broken Tooth - partial denture per tooth	5640	as needed	$70.00
Add Tooth to Existing Partial Denture	5650	as needed	$120.00
Add Clasp to Existing Partial Denture	5660	as needed	$120.00
Rebase Upper Partial Denture	5720	yearly	$250.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
Rebase Lower Partial Denture	5721	yearly	$250.00
Reline Upper Partial Denture (chairside)	5740	yearly	$100.00
Reline Lower Partial Denture (chairside)	5741	yearly	$100.00
Reline Upper Partial Denture (laboratory)	5760	yearly	$165.00
Reline Lower Partial Denture (laboratory)	5761	yearly	$165.00

October 25, 2011 Regular BoCC Meeting
Agenda Item #36

Title
Solid Waste: Authorization to Advertise Notice of Intent (Amended)

Amount
N/A

Description
Request Approval for the Authorization to Advertise Notice of Intent to Use Uniform Method of Collecting Non-Ad Valorem Assessments

Recommendation
Authorize publication of the notice of intent and the public hearing for non-ad valorem assessments for collection, disposal, recycling, and management of solid waste and for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District. Will allow use of non-ad valorem assessments for Fiscal Year 2012-13.

Alternative(s)
Do not authorize publication of the notice of intent and the public hearing.

Requested By
Richard L. Hedrick, 374-5245 ext. 1211

Originating Department
Public Works

Attachment(s) Description
Notice of Intent and proposed resolution

Documents Requiring Action
N/A

Executive Summary
This is the authorization to advertise a public hearing to adopt the Resolution of Intent to use the uniform method of collecting non-ad valorem assessments for collection, disposal, recycling, and management of solid waste throughout Alachua County and for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District for Fiscal Year 2012-13.

Background
Non-ad valorem assessments for collection, disposal, recycling and management of solid waste and for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District were established in Alachua County on the following dates and are included in this notice: - October 1, 1984, for universal refuse collection in the unincorporated area of Alachua County. - October 1, 1993, for the Rural Collection Center program. - October 1, 1997, for the solid waste management assessment within the unincorporated area and within those municipalities that passed an ordinance agreeing to be assessed. - October 1, 2003, for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District. Section 197.3632 (3)(a), Florida Statutes, provides that the notice of intent to use this method must be published for four consecutive weeks preceding the hearing. The public hearing has been scheduled for Tuesday, December 13, 2011, at 5:00 p.m., or as soon thereafter as the matter may be heard. The boundaries of the area for the solid waste assessments are the incorporated

and unincorporated areas of Alachua County. The boundaries of the area for the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District are as described in Ordinance 03-02.

Issues
Whether or not to continue to use the uniform method of collecting non-ad valorem assessments for solid waste and community maintenance services.

Fiscal Recommendation
The County will continue to fund the collection, disposal, recycling, and management of solid waste throughout Alachua County and fund community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District through non-ad valorem assessments on the property tax bill.

Fiscal Alternative(s)
The County will not collect approximately $9 million in non-ad valorem assessment revenue.

Funding Sources
Revenue

Account Code(s)
148-7600-363.10-00; 403-7610-363.10-00; 405-7620-363.10-00; 057-2480-363.10-00

Attachment: ResInt_11_for_12_13_Auth.pdf

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The Board of County Commissioners of Alachua County, Florida, hereby provides notice pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem assessments to be levied throughout Alachua County. The non-ad valorem assessments will be used to fund all or a portion of the cost of collection, disposal, recycling and management of solid waste in the incorporated and unincorporated areas of Alachua County and for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District for the County's 2012-13 fiscal year.

The Board will consider the adoption of a resolution electing to use the uniform method of collecting non-ad valorem assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held in Room 209 of the Alachua County Administration Building, 12 South East 1st Street, Gainesville, Florida 32601, on Tuesday, the 13th day of December, A.D., 2011, at 5:00 o'clock p.m., or as soon thereafter as the matter may be heard. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of the resolution that contains the legal description of the real property subject to the levy are available at the Office of the County Commissioners, second floor, Alachua County Administration Building, 12 South East 1st Street, Gainesville, Florida 32601. All interested persons are invited to attend and be heard.

All persons are advised that, if they decide to contest any decision made at this public hearing, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record

includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, if persons need any accommodations or an interpreter to participate in this proceeding, please contact the Alachua County Equal Opportunity Office at 352/374-5275 (Voice) or 352/374-5284 (TDD), at least three days prior to the date of the hearing.

Lee Pinkoson, Chair
Board of County Commissioners

To be published four times: November 16, 2011; November 23, 2011; November 30, 2011; December 7, 2011.

RESOLUTION 11-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR SOLID WASTE COLLECTION, DISPOSAL, RECYCLING AND MANAGEMENT; AND FOR COMMUNITY MAINTENANCE IN THE SUGARFOOT OAKS/CEDAR RIDGE PRESERVATION AND ENHANCEMENT DISTRICT; INDICATING INTENT TO LEVY SUCH NON-AD VALOREM ASSESSMENTS AGAINST IMPROVED PROPERTY THROUGHOUT ALACHUA COUNTY, INCLUDING THE INCORPORATED AND UNINCORPORATED AREAS OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE DISTRIBUTION OF CERTIFIED COPIES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida (hereinafter, the "Board"), finds that the proper collection, disposal, recycling and management of solid waste is necessary for the health, safety, and welfare of the citizens of Alachua County, Florida; and,

WHEREAS, the Board, established the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District, to further neighborhood preservation and revitalization; and

WHEREAS, Chapter 403, ***Florida Statutes***, the Alachua County Charter, Section 125.01, ***Florida Statutes***, Chapters 71 and 75, Alachua County Code, and other applicable provisions of law authorize the imposition of a non-ad valorem assessment against improved properties within the boundaries of Alachua County for collection, disposal, recycling and management of solid waste and for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District; and,

Proposed

WHEREAS, pursuant to Section 197.3632(3)(a), ***Florida Statutes***, Alachua County intends to impose non-ad valorem assessments against improved properties within the boundaries of Alachua County for collection, disposal, recycling and management of solid waste and for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District; and,

WHEREAS, Alachua County intends to use the uniform method of collecting such assessments; and,

WHEREAS, Alachua County has, pursuant to Section 197.3632(3)(a), ***Florida Statutes***, published notice of its intent to utilize the uniform method of collecting non-ad valorem assessments for the 2012-2013 fiscal year; has attached the proof of publication as **Exhibit "A"**; and has held a duly advertised public hearing prior to the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That, for the 2012-2013 fiscal year and on the tax statement mailed out during such fiscal year, the County intends to use the uniform method of collecting non-ad valorem assessments authorized by Section 197.3632, ***Florida Statutes***, for the provision of collection, disposal, recycling and management of solid waste and for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District. Such non-ad valorem assessments shall be levied against Commercial, Institutional, Industrial and Residential Property throughout the incorporated and unincorporated areas of Alachua County. Legal descriptions of the areas subject to the assessments is attached hereto as **Exhibit "B"** and incorporated herein by reference, and geographic depictions of the areas are attached hereto as **Exhibit "C"** and incorporated herein by reference.

2. That the County hereby determines that the levy of the assessments is needed to fund the cost of collection, disposal, recycling and management of solid waste and to fund the cost of community maintenance within the non-ad valorem assessment areas.

3. That, upon adoption of this resolution, the County Manager is hereby directed to transmit a certified copy of this resolution by United States mail to the State of Florida Department of Revenue, the Alachua County Tax Collector, and the Alachua County Property Appraiser on or before January 10, 2012.

4. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this ____ day of _____, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

EXHIBIT A
Proof of Publication

(to be provided)

EXHIBIT B
Legal Description

LEGAL DESCRIPTION OF THE AREA SUBJECT TO SOLID WASTE NON-AD VALOREM ASSESSMENTS

Alachua County.--The boundary lines of Alachua County are as follows: Begin where the range line between ranges sixteen and seventeen east intersects the thread of the Santa Fe River; thence run south on said range line to the southwest corner of section seven, township eleven south, range seventeen east; thence run east along the south line of sections seven, eight, nine, ten, eleven and twelve to the northwest corner of section eighteen, township eleven south, range eighteen east; thence run south along the west line of sections eighteen, nineteen, thirty and thirty-one, township eleven south, range eighteen east to southwest corner of said section thirty-one; thence run east along south line of sections thirty-one, thirty-two, thirty-three and thirty-four to southeast corner of section thirty-four, township eleven south, range eighteen east outside of Arredonda Grant; thence run north along east line of said section thirty-four to southwest corner of section thirty-four, township eleven south, range eighteen east inside said grant; thence run east along the township line between townships eleven and twelve, south, to its intersection with the west margin of Orange Lake; thence following the western and southern margin of Orange Lake to its intersection with the range line between range twenty-two and twenty-three east; thence run north along said range line to where same is intersected by the north and east margin of Santa Fe Lake; thence run north following the east margin of said Santa Fe Lake to its westernmost intersection with a line which is the prolongation of the north line of McManus Subdivision as per plat book "A", page 117 of the public records of Alachua County; thence west along the north line of said subdivision to its intersection with the east line of government lot three of section twenty-one, township eight south, range twenty-two east; thence north along said east line to the southeast corner of the southwest quarter of the northwest quarter of said section twenty-one; thence north along the line between the east half and the west half of the northwest quarter of said section twenty-one to the north line of said section twenty-one; thence west along the north line of said section twenty-one to the southeast corner of section seventeen, township eight south, range twenty-two east; thence west to the southwest corner of the southeast quarter of the southeast quarter of said section seventeen; thence north to the southeast corner of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence north to the northwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the northwest quarter of the northeast quarter of said section seventeen; thence north to the half-mile corner of the south line of section eight, township eight south, range twenty-two east; thence west to the southwest corner of the east half of the southeast quarter of the southwest quarter of said section eight; thence north to the northwest corner of the east half of the northeast quarter of the northwest quarter of said section eight; thence north to the northeast corner of the west half of the southeast quarter of the southwest quarter of section five, township eight south, range twenty-two east; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section five; thence north along the west line of said section five to the northeast corner of the southeast quarter of the northeast quarter of section six, township eight south, range twenty-two east; thence west to the southwest corner of the northeast quarter of the northeast quarter of said section six; thence north to the northwest corner of the

northeast quarter of the northeast quarter of said section six; thence west along the north line of said section six to the northwest corner of said section six; thence north along the east line of section one, township eight south, range twenty-one east to the southeast corner of section thirty-six, township seven south, range twenty-one east; thence north along the east line of said section thirty-six to the northeast corner of the southeast quarter of the southeast quarter of said section thirty-six; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section thirty-six; thence north along the west line of said section thirty-six to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its intersection with the east line of the southwest quarter of the northwest quarter of section thirty-three, township seven south, range twenty-one east; thence north to the northeast corner of the southwest quarter of the northwest quarter of said section thirty-three; thence west to the northeast corner of the southeast quarter of the northeast quarter of section thirty-two, township seven south, range twenty-one east; thence west to the northwest corner of the southwest quarter of the northwest quarter of said section thirty-two; thence west to the southwest corner of the northeast quarter of the northeast quarter of section thirty-one, township seven south, range twenty-one east; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section thirty-one; thence west to the half-mile corner of the south line of section thirty, township seven south, range twenty-one east; thence north on the quarter section line of said section thirty to its intersection with the thread of the Santa Fe River; thence southerly and westerly along the thread of said Santa Fe River to its intersection with the south line of the southwest quarter of the northeast quarter of section twenty-eight, township seven south, range twenty east; thence west to the southwest corner of the northeast quarter of said section twenty-eight; thence north to the northwest corner of the northeast quarter of said section twenty-eight; thence west to the northwest corner of said section twenty-eight; thence north along the east line of section twenty, township seven south, range twenty east to the southeast corner of the northeast quarter of said section twenty; thence west on the quarter section line of said section twenty to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its southernmost intersection with the east line of section two, township seven south, range seventeen east; thence run south along the east line of said section two to the northeast corner of section eleven, township seven south, range seventeen east; thence run south along the east line of said section eleven to the northeast corner of government lot four in said section eleven; thence run west to the northwest corner of said government lot four; thence run south along west line of said government lot four to the southwest corner of said government lot four; thence run west along the south line of said section eleven to the northwest corner of section fourteen, township seven south, range seventeen east; thence run south along the west line of said section fourteen to the southwest corner of said section fourteen; thence run east along south line of said section fourteen to its intersection with the thread of the Santa Fe River; thence run southerly and westerly along the thread of said river to the point of beginning.

DESCRIPTION OF THE SUGARFOOT OAKS/CEDAR RIDGE PRESERVATION AND ENHANCEMENT DISTRICT

The Boundary of the District includes all of the lots and Streets within the following recorded subdivisions:

Sugarfoot Oaks,
as per plat recorded in Plat Book "J" page 66; and

Cedar Ridge,
as per plat recorded in Plat Book "K" page 08; and

Sugarfoot Oaks Unit No.2,
as per plat recorded in Plat Book "K" page 32; and

Cedar Ridge Addition 1,
as per plat recorded in Plat Book "K" page 80; and

Cedar Ridge Addition 1 Replat
as per plat recorded in Plat Book "L" page 83; and

Sugarlane,
as per plat recorded in Plat Book "K" page 84; and

Sugarfoot Oaks Unit No.3,
as per plat recorded in Plat Book "K" page 91; and

Sugarlane Replat,
as per plat recorded in Plat Book "L" page 80; and

Sugarlane Replat No.2,
as per plat recorded in Plat Book "M" page 09; and

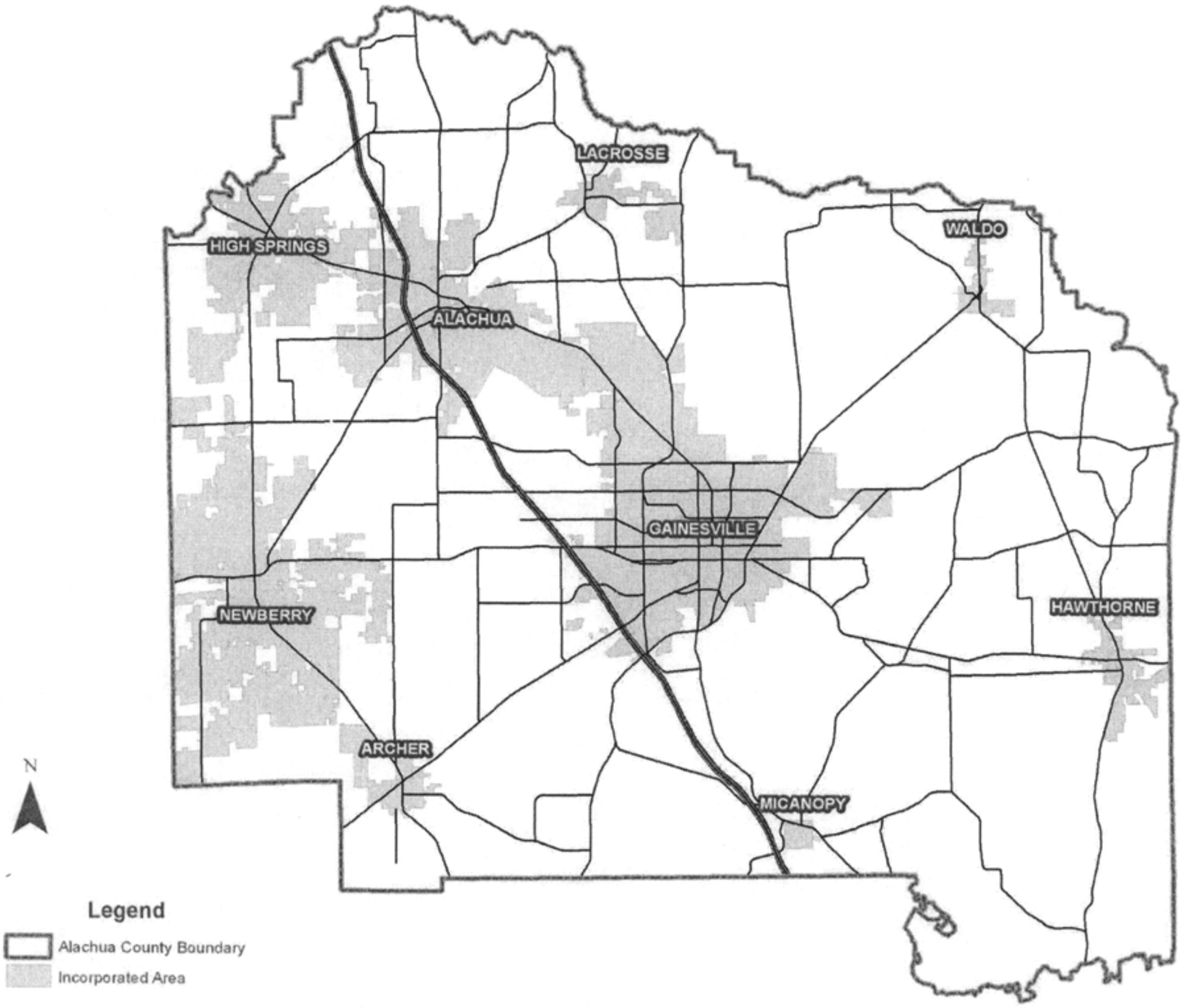
Cedar Ridge Villas,
as per plat recorded in Plat Book "M" page 19;

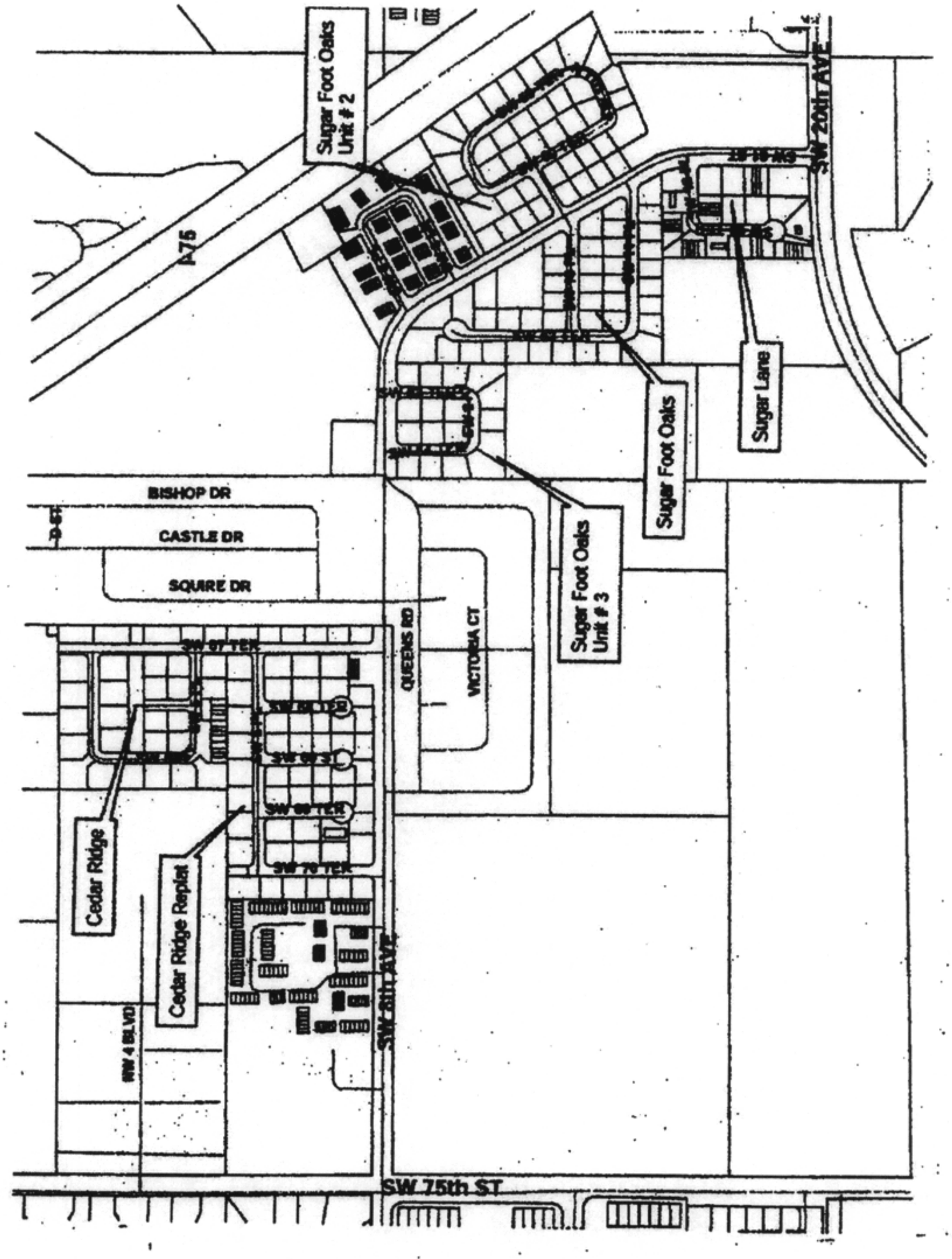
As of the Public Records of Alachua County, Florida.

Containing approximately 72.711 acres.

EXHIBIT C
Geographic Depiction

AREA SUBJECT TO SOLID WASTE NON-AD VALOREM ASSESSMENTS




Sugar Foot Oaks Unit # 2
I-75
SW 20th AVE
Sugar Foot Oaks
Sugar Lane
BISHOP DR
CASTLE DR
SQUIRE DR
QUEENS RD
VICTORIA CT
Sugar Foot Oaks Unit # 3
Cedar Ridge
Cedar Ridge Replat
NW 4 BLVD
SW 75th ST

October 25, 2011 Regular BoCC Meeting
Agenda Item #37

Title
CHOICES: Yvette Godet, DMD, PA Oral Health Care (Amended) (Amended)

Amount
N/A

Description
CHOICES Provider Second Amendment for Oral Health Care

Recommendation
Approve and Execute the CHOICES Second Amendment for Oral Health Care with Yvette Godet, DMD, PA.

Alternative(s)
Do not approve the CHOICES Agreement for Oral Health Care with Yvette Godet, DMD, PA.

Requested By
Elmira K. Warren/Bob Bailey/ Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Second Amendment to the Agreement Between Alachua County And Yvette Godet, DMD, PA. for Oral Health Care

Documents Requiring Action
Second Amendment to the Agreement Between Alachua County And Yvette Godet, DMD, PA. for Oral Health Care

Executive Summary
This is a Second Amendment to allow Yvette Godet, DMD, PA., to continue providing certain specified Oral Health Care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider Second Amendment with Yvette Godet, DMD, PA, for the provision of Oral Health Care.

Issues
If not approved, less Oral Health Care services will be available to CHOICES Members.

Fiscal Recommendation
Approve the CHOICES Second Amendment for Oral Health Care services with Yvette Godet, DMD, PA. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES Second Amendment for Oral Health Care with Yvette Godet, DMD, PA.

Funding Sources
Indigent Healthcare Surtax.

Account Code(s)
010-2927-562.31-60

Attachment: CHOICES Godet 2nd Amend Final.pdf

SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
YVETTE GODET, DMD, PA
FOR THE PROVISION OF ORAL HEALTH CARE

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 24th day of October, 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 "County", and Yvette Godet, DMD, PA hereinafter referred to as "Provider".

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated April 9, 2007, for the provision of oral health care services; and,

WHEREAS, the parties executed a First Amendment to the Agreement effective October 1, 2007; and,

WHEREAS, the parties wish to extend the term and further revise the Agreement

NOW, THEREFORE, the parties hereby agree to amend the October 1, 2007, Agreement as follows:

A. Section 2, ***Term***, is amended in its entirety to read:

> Section 2 **Term**. This Agreement will become effective on October 1, 2011 and shall continue in full force up to and including September 30, 2013, unless terminated as provided herein.

B. Attachment A-1 to the agreement dated (9th day of April 2007) is hereby replaced in its entirety by Exhibit 1 to this 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 between the parties, dated 9th day of April, 2007, as amended by the parties, shall be and remain in full force and effect. In the event of a conflict between the terms of the Agreement, the Second Amendment shall control. The parties intend that the Second Amendment and its Attachments be incorporated into the Agreement.

executed for the uses and purposes therein expressed on the day and year first above-written.

ATTEST

J. K. Irby, Clerk
(SEAL)

ALACHUA COUNTY, FLORIDA

BY:

Lee Pinkoson, Chair

APPROVED AS TO FORM:

Alachua County Attorney's Office

PROVIDER

By:

9-22-2011

Date

Attest by Corporate Officer

BY:

9/22/2011

Date

$10.00* COPAY EACH COVERED SERVICE VISIT AT UFCD
***SELECTED DENTURE THERAPY SERVICES REQUIRE $50.00 COPAY**

$1,000.00 per Enrollee maximum per calendar year. If enrolled in CHOICES Disease Management, the maximum per calendar year is $1,200.00.

Additional $1,000.00 maximum per calendar year for Denture Therapy Services.

NOTE: Health care services NOT listed in this Attachment are Non-Covered Oral Health Care Service. For example, crowns/"caps" are a Non-Covered Oral Health Care Service.

CHOICES Health Services Covered Dental Services FY 2012			
CPT	**PROCEDURE**	**SERVICE LIMIT**	**FEE**
BASIC			
0120	Periodic Exam	yearly	$35
0140	Limited Exam	as needed	$35
0150	Comprehensive Exam	2/year	$105
NOTE: 0150 is a bundled fee to include diagnostic casts ($25) and pulp vitality testing ($10)			
0160	Detailed and Problem Focused Exam	as needed	$50.00
0210	Full Mouth Series	1/3yrs	$75.00
0220	X-ray (Single)	as needed	$20.00
0230	X-ray (Each Additional)	as needed	$12.00
0240	X-ray (Occlusal)	as needed	$25.00
0270	X-ray (Bitewing)	as needed	$18.00
0272	X-ray (2/3 Bitewing)	yearly	$30.00
0274	X-ray (4 Bitewings)	yearly	$40.00
0330	Panorex	2/year	$65.00
0460	Pulp vitality test	as needed	$10.00
0470	Diagnostic Casts	yearly	$25.00
PREVENTIVE			
1110	Prophylaxis (Adult)	2/year	$50.00
1204	Topical Fluoride (adult)	2/year	$16.00
1206	Topical Fluoride Varnish	4/year	$15.00
1310	Nutritional Counseling	2/year	$20.00
1330	Oral Hygiene Instruction	2/year	$16.00
1351	Sealant – per tooth	as needed	$20.00
1352	Preventive Restorative Resin (PRR)	as needed	$38.00
2999	Sealant – each add'l tooth, same visit	as needed	$10.00

RESTORATIVE			
2140	Amalgam 1 surf. (perm)	as needed	$60.00
2150	Amalgam 2 surf. (perm)	as needed	$75.00
2160	Amalgam 3 surf. (perm)	as needed	$90.00
2161	Amalgam 4 surf. (perm)	as needed	$105.00
2330	Resin/Composite 1 surf. (perm)	as needed	$70.00
2331	Resin/Composite 2 surf. (perm)	as needed	$85.00
2332	Resin/Composite 3 surf. (perm)	as needed	$101.00
2335	Resin/Composite 4+ surfs. (perm)	as needed	$130.00
2391	Resin – one surface, posterior, permanent	as needed	$75.00
2392	Resin – two surfaces, posterior – permanent	as needed	$100.00
2393	Resin – three or more surfaces, posterior – permanent	as needed	$120.00
2394	Resin-based composite – 4 or more surfaces, posterior permanent	as needed	$145.00
2920	Re-Cement Crown	as needed	$40.00
6930	Re-Cement Bridge	as needed	$50.00
2940	Sedative Filling	as needed	$30.00
2951	Pin retention (excl. of restoration)	as needed	$25.00
3110	Pulp Cap	as needed	$35.00
3120	Indirect Pulp Cap	as needed	$35.00
2949	Core Buildup Chamber Retained	as needed	$80.00
2950	Core Buildup	as needed	$90.00
2954	Prefab. Post and Core	as needed	$120.00
2960	Labial Veneer Resin - Chairside	as needed	$150.00
6972	Prefab. Post and Core in addition to fixed partial denture retainer	as needed	$175.00
ENDODONTICS			
3310	Root Canal Therapy – anterior, single canal (excluding final restoration)	as needed	$235.00
3320	Root Canal Therapy – bicuspid, single canal (excluding final restoration)	as needed	$290.00
3330	Root Canal Therapy – molar (excluding final restoration)	as needed	$375.00
3346	Retreatment – anterior	as needed	$260.00
3347	Retreatment – premolar	as needed	$280.00

3348	Retreatment – molar	as needed	$375.00
3410	Apicoectomy - Anterior	as needed	$525.00
3421	Apicoectomy - Bicuspid	as needed	$625.00
3425	Apicoectomy - Molar	as needed	$655.00
3426	Apicoectomy – Addl Roots	as needed	$100.00
PERIODONTICS			
4341	Scaling and Root Planing = 4+ teeth/quad.	≤4/year	$75.00
4342	Scaling and Root Planing = ≤3 teeth/quad	≤4/year	$55.00
4355	Full Debridement for Oral Exam	as needed	$70.00
4380	Phase I Perio Evaluation	1/year	$50.00
4910	Periodontal Maintenance (SPT)	≤4/year	$55.00
ORAL SURGERY			
7140	Extraction (Single Tooth)	as needed	$65.00
7210	Surgical Extraction of Erupted Tooth	as needed	$65.00
7220	Removal of Impacted Tooth – soft tissue	as needed	$75.00
7230	Removal of Impacted Tooth – partial bony	as needed	$105.00
7240	Removal of Impacted Tooth – completely bony	as needed	$140.00
7241	Removal of Impacted Tooth – completely bony with unusual surgical complications	as needed	$380.00
7250	Surgical Removal of Residual Tooth Roots Cutting Procedure	as needed	$190.00
7260	Oral Antral Fistula Closure	as needed	$120.00
7285	Biopsy of Oral Tissue – hard	as needed	$70.00
7286	Biopsy of Oral Tissue – soft	as needed	$60.00
7310	Alveoplasty in Conjunction with Extractions – per quadrant	as needed	$50.00
7311	Alveoplasty Incl Ext 1-3 teeth	as needed	$50.00
7320	Alveoplasty not in Conjunction with Extractions – per quadrant	as needed	$75.00
7321	Alveoplasty W/O Ext 1-3 teeth	as needed	$75.00
7470	Removal of Exostosis	as needed	$95.00
7471	Removal of Lateral Exostosis (max/mand)	as needed	$410.00
7472	Removal of Torus Palatinus	as needed	$60.00

7473	Removal of Torus Mandibularis	as needed	$60.00
7510	Surgical Incision and Drainage	as needed	$65.00
MISCELLANEOUS			
9110	Palliative Emergency Treatment	as needed	$35.00
9230	Analgesia – inhaled (nitrous oxide)	as needed	$30.00
9241	IV Sedation	as needed	$250.00
9242	IV Sedation each addl 15 min.	as needed	$95.00
9310	Consult Professional	as needed	$80.00
9940	Occlusal Guard	yearly	$220.00

DENTURE THERAPY SERVICES
Additional $1,000.00 maximum per calendar year for Denture Therapy Services.
<u>*Selected services require $50.00 Co-Payment</u>

DENTURE SERVICES:			
PROCEDURE	**CODE**	**SERVICE LIMIT**	**FEE (**less $50 patient responsibility)**
***Complete Upper Denture $50.00 Copayment**	5110	every 5 years	****$390.00**
***Complete Lower Denture $50.00 Copayment**	5120	every 5 years	****$390.00**
***Immediate Upper Denture $50.00 Copayment**	5130	initial placement limit	****$450.00**
***Immediate Lower Denture $50.00 Copayment**	5140	initial placement limit	****$450.00**
***Overdenture – Complete $50.00 Copayment**	5860	every 5 years	****$400.00**
Adjust Complete Denture - upper	5410	as needed	$40.00
Adjust Complete Denture - lower	5411	as needed	$40.00
Repair Broken Complete Denture Base	5510	as needed	$90.00
Replace Missing or Broken teeth - complete denture (each tooth)	5520	as needed	$75.00
Rebase Complete Upper Denture	5710	yearly	$250.00
Rebase Complete Lower Denture	5711	yearly	$250.00
Reline Upper Complete Denture (chairside)	5730	yearly	$100.00
Reline Lower Complete Denture (chairside)	5731	yearly	$100.00
Reline Upper Complete Denture (laboratory)	5750	yearly	$170.00
Reline Lower Complete Denture (laboratory)	5751	yearly	$170.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
***Interim Complete Denture – upper $50.00 Copayment**	5810	Initial placement limit	**$200.00
***Interim Complete Denture – lower $50.00 Copayment**	5811	Initial placement limit	**$200.00
Tissue Conditioning - upper	5850	yearly	$75.00
Tissue Conditioning - lower	5851	yearly	$75.00
PARTIAL DENTURE SERVICES:			
***Upper Partial - resin base (including clasps, rests and teeth) $50.00 Copayment**	5211	yearly	**$250.00
***Lower Partial - resin base (including clasps, rests and teeth 50.00 Copayment**	5212	yearly	**$250.00
***Upper Partial - cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5213	every 5 years	**$500.00
***Lower Partial – cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5214	every 5 years	**$500.00
*** Unilateral Partial Denture – cast metal (including clasps and teeth) $50.00 Copayment**	5281	every 5 years	**$205.00
***Interim Partial Denture – upper $50.00 Copayment**	5820	initial placement limit	**$150.00
***Interim Partial Denture - lower $50.00 Copayment**	5821	initial placement limit	**$150.00
***Overdenture – Partial $50.00 Copayment**	5861	every 5 years	**$500.00
Flexible Removable Partial - upper $50.00 Copayment	5225	every 5 years	**$400.00
Flexible Removable Partial – lower $50.00 Copayment	5226	every 5 years	**$400.00
Adjust Partial Denture - upper	5421	as needed	$40.00
Adjust Partial Denture - lower	5422	as needed	$40.00
Repair Resin Saddle or Base	5610	as needed	$110.00
Repair Cast Framework	5620	as needed	$120.00
Repair or Replace Broken Clasp	5630	as needed	$120.00
Replace Broken Tooth - partial denture per tooth	5640	as needed	$70.00
Add Tooth to Existing Partial Denture	5650	as needed	$120.00
Add Clasp to Existing Partial Denture	5660	as needed	$120.00
Rebase Upper Partial Denture	5720	yearly	$250.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
Rebase Lower Partial Denture	5721	yearly	$250.00
Reline Upper Partial Denture (chairside)	5740	yearly	$100.00
Reline Lower Partial Denture (chairside)	5741	yearly	$100.00
Reline Upper Partial Denture (laboratory)	5760	yearly	$165.00
Reline Lower Partial Denture (laboratory)	5761	yearly	$165.00

October 25, 2011 Regular BoCC Meeting
Agenda Item #38

Title
CHOICES: James C Paladino, DMD, PA Oral Health Care (Amended) (Amended)

Amount
N/A

Description
CHOICES Provider First Amendment for Oral Health Care.

Recommendation
Approve and Execute the CHOICES First Amendment for Oral Health Care with James C Paladino, DMD, PA.

Alternative(s)
Do not approve the CHOICES Agreement for Oral Health Care with James C Paladino, DMD, PA.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
First Amendment to the Agreement Between Alachua County And James C Paladino, DMD, PA. for Oral Health Care

Documents Requiring Action
First Amendment to the Agreement Between Alachua County And James C Paladino, DMD, PA. for Oral Health Care

Executive Summary
This is a First Amendment to allow James C Paladino, DMD, PA, to continue providing certain specified Oral Health Care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider First Amendment with James C Paladino, DMD, PA, for the provision of Oral Health Care.

Issues
If not approved, less Oral Health Care services will be available to CHOICES Members.

Fiscal Recommendation
Approve the CHOICES First Amendment for Oral Health Care services with James C Paladino, DMD, PA. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES First Amendment for Oral Health Care with James C Paladino, DMD, PA.

Funding Sources
Indigent Healthcare Surtax.

Account Code(s)
010-2927-562.31-60

Attachment: CHOICES Paladino 1st Amend Final.pdf

FIRST AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
JAMES C. PALADINO, DMD, PA
FOR THE PROVISION OF ORAL HEALTH CARE

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 24 day of October 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 "County", and James C. Paladino, DMD, PA, (hereinafter referred to as Provider), whose address is 1204 NW 69th Terrace, Suite E, Gainesville, FL 32605.

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated April 28, 2009, for the provision of oral health care services; and,

WHEREAS, the parties wish to extend the term and further revise agreement.

NOW, THEREFORE, the parties hereby agree to amend the April 28, 2009 agreement as follows:

A. Section 2, ***Term***, is amended in its entirety to read:

> Section 2 **Term**. This Agreement will become effective on October 1, 2011 and shall continue in full force up to and including September 30, 2013, unless terminated as provided herein. Any renewal shall be by amendment of this Agreement in accord with Section (8) of this Agreement.

B. Attachment A-1 to the agreement dated (28th day of April, 2009) is hereby replaced in its entirety by Exhibit 1 to this Amendment.

C. This First 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 between the parties, dated 28th day of April, 2009, as amended by the parties, shall be and remain in full force and effect. In the event of a conflict between the terms of the Agreement, the First Amendment shall control. The parties intend that the First Amendment and its Attachments be incorporated into the Agreement.

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.

ATTEST

J. K. Irby, Clerk
(SEAL)

ALACHUA COUNTY, FLORIDA

BY:

Lee Pinkoson, Chair

APPROVED AS TO FORM:

Alachua County Attorney's Office

PROVIDER

By: James C Paladino, DMD, PA

9/25/2011
Date

Attest by Corporate Officer

BY: Melinda McCoy

9/25/2011
Date

$10.00* COPAY EACH COVERED SERVICE VISIT AT UFCD
***SELECTED DENTURE THERAPY SERVICES REQUIRE $50.00 COPAY**

$1,000.00 per Enrollee maximum per calendar year. If enrolled in CHOICES Disease Management, the maximum per calendar year is $1,200.00.

Additional $1,000.00 maximum per calendar year for Denture Therapy Services.

NOTE: Health care services NOT listed in this Attachment are Non-Covered Oral Health Care Service. For example, crowns/"caps" are a Non-Covered Oral Health Care Service.

CHOICES Health Services Covered Dental Services FY 2012			
CPT	**PROCEDURE**	**SERVICE LIMIT**	**FEE**
BASIC			
0120	Periodic Exam	yearly	$35
0140	Limited Exam	as needed	$35
0150	Comprehensive Exam	2/year	$105
NOTE: 0150 is a bundled fee to include diagnostic casts ($25) and pulp vitality testing ($10)			
0160	Detailed and Problem Focused Exam	as needed	$50.00
0210	Full Mouth Series	1/3yrs	$75.00
0220	X-ray (Single)	as needed	$20.00
0230	X-ray (Each Additional)	as needed	$12.00
0240	X-ray (Occlusal)	as needed	$25.00
0270	X-ray (Bitewing)	as needed	$18.00
0272	X-ray (2/3 Bitewing)	yearly	$30.00
0274	X-ray (4 Bitewings)	yearly	$40.00
0330	Panorex	2/year	$65.00
0460	Pulp vitality test	as needed	$10.00
0470	Diagnostic Casts	yearly	$25.00
PREVENTIVE			
1110	Prophylaxis (Adult)	2/year	$50.00
1204	Topical Fluoride (adult)	2/year	$16.00
1206	Topical Fluoride Varnish	4/year	$15.00
1310	Nutritional Counseling	2/year	$20.00
1330	Oral Hygiene Instruction	2/year	$16.00
1351	Sealant – per tooth	as needed	$20.00
1352	Preventive Restorative Resin (PRR)	as needed	$38.00
2999	Sealant – each add'l tooth, same visit	as needed	$10.00

RESTORATIVE			
2140	Amalgam 1 surf. (perm)	as needed	$60.00
2150	Amalgam 2 surf. (perm)	as needed	$75.00
2160	Amalgam 3 surf. (perm)	as needed	$90.00
2161	Amalgam 4 surf. (perm)	as needed	$105.00
2330	Resin/Composite 1 surf. (perm)	as needed	$70.00
2331	Resin/Composite 2 surf. (perm)	as needed	$85.00
2332	Resin/Composite 3 surf. (perm)	as needed	$101.00
2335	Resin/Composite 4+ surfs. (perm)	as needed	$130.00
2391	Resin – one surface, posterior, permanent	as needed	$75.00
2392	Resin – two surfaces, posterior – permanent	as needed	$100.00
2393	Resin – three or more surfaces, posterior – permanent	as needed	$120.00
2394	Resin-based composite – 4 or more surfaces, posterior permanent	as needed	$145.00
2920	Re-Cement Crown	as needed	$40.00
6930	Re-Cement Bridge	as needed	$50.00
2940	Sedative Filling	as needed	$30.00
2951	Pin retention (excl. of restoration)	as needed	$25.00
3110	Pulp Cap	as needed	$35.00
3120	Indirect Pulp Cap	as needed	$35.00
2949	Core Buildup Chamber Retained	as needed	$80.00
2950	Core Buildup	as needed	$90.00
2954	Prefab. Post and Core	as needed	$120.00
2960	Labial Veneer Resin - Chairside	as needed	$150.00
6972	Prefab. Post and Core in addition to fixed partial denture retainer	as needed	$175.00
ENDODONTICS			
3310	Root Canal Therapy – anterior, single canal (excluding final restoration)	as needed	$235.00
3320	Root Canal Therapy – bicuspid, single canal (excluding final restoration)	as needed	$290.00
3330	Root Canal Therapy – molar (excluding final restoration)	as needed	$375.00
3346	Retreatment – anterior	as needed	$260.00
3347	Retreatment – premolar	as needed	$280.00

3348	Retreatment – molar	as needed	$375.00
3410	Apicoectomy - Anterior	as needed	$525.00
3421	Apicoectomy - Bicuspid	as needed	$625.00
3425	Apicoectomy - Molar	as needed	$655.00
3426	Apicoectomy – Addl Roots	as needed	$100.00
PERIODONTICS			
4341	Scaling and Root Planing = 4+ teeth/quad.	≤4/year	$75.00
4342	Scaling and Root Planing = ≤3 teeth/quad	≤4/year	$55.00
4355	Full Debridement for Oral Exam	as needed	$70.00
4380	Phase I Perio Evaluation	1/year	$50.00
4910	Periodontal Maintenance (SPT)	≤4/year	$55.00
ORAL SURGERY			
7140	Extraction (Single Tooth)	as needed	$65.00
7210	Surgical Extraction of Erupted Tooth	as needed	$65.00
7220	Removal of Impacted Tooth – soft tissue	as needed	$75.00
7230	Removal of Impacted Tooth – partial bony	as needed	$105.00
7240	Removal of Impacted Tooth – completely bony	as needed	$140.00
7241	Removal of Impacted Tooth – completely bony with unusual surgical complications	as needed	$380.00
7250	Surgical Removal of Residual Tooth Roots Cutting Procedure	as needed	$190.00
7260	Oral Antral Fistula Closure	as needed	$120.00
7285	Biopsy of Oral Tissue – hard	as needed	$70.00
7286	Biopsy of Oral Tissue – soft	as needed	$60.00
7310	Alveoplasty in Conjunction with Extractions – per quadrant	as needed	$50.00
7311	Alveoplasty Incl Ext 1-3 teeth	as needed	$50.00
7320	Alveoplasty not in Conjunction with Extractions – per quadrant	as needed	$75.00
7321	Alveoplasty W/O Ext 1-3 teeth	as needed	$75.00
7470	Removal of Exostosis	as needed	$95.00
7471	Removal of Lateral Exostosis (max/mand)	as needed	$410.00
7472	Removal of Torus Palatinus	as needed	$60.00

7473	Removal of Torus Mandibularis	as needed	$60.00
7510	Surgical Incision and Drainage	as needed	$65.00
MISCELLANEOUS			
9110	Palliative Emergency Treatment	as needed	$35.00
9230	Analgesia – inhaled (nitrous oxide)	as needed	$30.00
9241	IV Sedation	as needed	$250.00
9242	IV Sedation each addl 15 min.	as needed	$95.00
9310	Consult Professional	as needed	$80.00
9940	Occlusal Guard	yearly	$220.00

DENTURE THERAPY SERVICES
Additional $1,000.00 maximum per calendar year for Denture Therapy Services.
<u>*Selected services require $50.00 Co-Payment</u>

DENTURE SERVICES:			
PROCEDURE	**CODE**	**SERVICE LIMIT**	**FEE (**less $50 patient responsibility)**
***Complete Upper Denture $50.00 Copayment**	5110	every 5 years	****$390.00**
***Complete Lower Denture $50.00 Copayment**	5120	every 5 years	****$390.00**
***Immediate Upper Denture $50.00 Copayment**	5130	initial placement limit	****$450.00**
***Immediate Lower Denture $50.00 Copayment**	5140	initial placement limit	****$450.00**
***Overdenture – Complete $50.00 Copayment**	5860	every 5 years	****$400.00**
Adjust Complete Denture - upper	5410	as needed	$40.00
Adjust Complete Denture - lower	5411	as needed	$40.00
Repair Broken Complete Denture Base	5510	as needed	$90.00
Replace Missing or Broken teeth - complete denture (each tooth)	5520	as needed	$75.00
Rebase Complete Upper Denture	5710	yearly	$250.00
Rebase Complete Lower Denture	5711	yearly	$250.00
Reline Upper Complete Denture (chairside)	5730	yearly	$100.00
Reline Lower Complete Denture (chairside)	5731	yearly	$100.00
Reline Upper Complete Denture (laboratory)	5750	yearly	$170.00
Reline Lower Complete Denture (laboratory)	5751	yearly	$170.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
***Interim Complete Denture – upper $50.00 Copayment**	5810	Initial placement limit	****$200.00**
***Interim Complete Denture – lower $50.00 Copayment**	5811	Initial placement limit	****$200.00**
Tissue Conditioning - upper	5850	yearly	$75.00
Tissue Conditioning - lower	5851	yearly	$75.00
PARTIAL DENTURE SERVICES:			
***Upper Partial - resin base (including clasps, rests and teeth) $50.00 Copayment**	5211	yearly	****$250.00**
***Lower Partial - resin base (including clasps, rests and teeth 50.00 Copayment**	5212	yearly	****$250.00**
***Upper Partial - cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5213	every 5 years	****$500.00**
***Lower Partial – cast metal base with resin saddles (including clasps, rests and teeth) $50.00 Copayment**	5214	every 5 years	****$500.00**
*** Unilateral Partial Denture – cast metal (including clasps and teeth) $50.00 Copayment**	5281	every 5 years	****$205.00**
***Interim Partial Denture – upper $50.00 Copayment**	5820	initial placement limit	****$150.00**
***Interim Partial Denture - lower $50.00 Copayment**	5821	initial placement limit	****$150.00**
***Overdenture – Partial $50.00 Copayment**	5861	every 5 years	****$500.00**
Flexible Removable Partial - upper $50.00 Copayment	5225	every 5 years	****$400.00**
Flexible Removable Partial – lower $50.00 Copayment	5226	every 5 years	****$400.00**
Adjust Partial Denture - upper	5421	as needed	$40.00
Adjust Partial Denture - lower	5422	as needed	$40.00
Repair Resin Saddle or Base	5610	as needed	$110.00
Repair Cast Framework	5620	as needed	$120.00
Repair or Replace Broken Clasp	5630	as needed	$120.00
Replace Broken Tooth - partial denture per tooth	5640	as needed	$70.00
Add Tooth to Existing Partial Denture	5650	as needed	$120.00
Add Clasp to Existing Partial Denture	5660	as needed	$120.00
Rebase Upper Partial Denture	5720	yearly	$250.00

PROCEDURE	CODE	SERVICE LIMIT	FEE (**less $50 patient responsibility)
Rebase Lower Partial Denture	5721	yearly	$250.00
Reline Upper Partial Denture (chairside)	5740	yearly	$100.00
Reline Lower Partial Denture (chairside)	5741	yearly	$100.00
Reline Upper Partial Denture (laboratory)	5760	yearly	$165.00
Reline Lower Partial Denture (laboratory)	5761	yearly	$165.00

October 25, 2011 Regular BoCC Meeting
Agenda Item #39

Title
State Housing Initiatives Partnership (SHIP) FY11-12 Budget (Amended)

Amount
$184,162.00

Description
Request Adoption of the Resolution and approval of the Budget Amendment for the State Housing Initiatives Partnership (SHIP) FY 11-12 Budget

Recommendation
Adopt and authorize Chair to sign the SHIP Budget FY 11-12 Resolution and Budget Amendment.

Alternative(s)
Do not adopt or authorize Chair to sign the SHIP Budget FY 11-12 Resolution and Budget Amendment.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
SHIP Budget FY 11-12 Resolution SHIP Budget FY 11-12 Budget Amendment

Documents Requiring Action
SHIP Budget FY 11-12 Resolution SHIP Budget FY 11-12 Budget Amendment

Executive Summary
Alachua County SHIP Program has received funding in the aount of $184,162 in FY 11-12. A budget resolution and budget amendment are necessary to establish a budget and enable staff to operate the Alachua County SHIP Program.

Background
The Board of County Commissioners approved the 2012-2014 SHIP Local Housing Assistance Plan on April 26, 2011. The SHIP Program was not funded in State Fiscal Year 2010-2011. The plan was later revised by the Board on August 9, 2011, when staff was informed that SHIP would be funded in FY 11-12. This budget amendment implements the budget already approved by the Board in the 2012-2014 Alachua County SHIP Local Housing Assistance Plan. This year, funding will be available for down payment assistance for first time homebuyers and also for home repairs done in conjunction with a Housing Rehabilitation Community Development Grant.

Issues
A budget resolution and amendment are necessary to expend funds received from the Florida Housing Finance Corporation for the State Housing Initiatives Partnership (SHIP) Program for FY 11-12.

Fiscal Recommendation

This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)
n/a

Funding Sources
State Housing Initiatives Partnership Local Housing Assistance

Account Code(s)
243 (See budget amendment for complete list of account codes.)

Attachment: SHIP Budget Amendment V2.pdf
Attachment: SHIP Resolution.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-125

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING A FUND TO BE TITLED STATE HOUSING INITIATIVES PARTNERSHIP LOCAL HOUSING ASSISTANCE FY11-12; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 15, 2011, Alachua County received $184,162 from the State of Florida, Florida Housing Finance Corporation,

WHEREAS, it is necessary to establish a new budget titled, State Housing Initiatives Partnership Local Housing Assistance FY 11-12;

NOW, THEREFORE, BE IT RESOLVED BY THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, OF ALACHUA COUNTY FLORIDA THAT:

SECTION 1. That establishment of the "State Housing Initiatives Partnership Local Housing Assistance FY 11-12" Fund be established and approved.

SECTION 2. That the Fiscal Year 2011-12 budget for the SHIP Local Housing Assistance FY 11-12 is hereby established as reflected in the budget amendment attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the revenue increase and expenditure of the funds described therein.

SECTION 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 24th day of October, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chair

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC 12-004
GROUP NUMBER	89
PERIOD/DATE	1/3011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	SHIP State Grants - FY 11-12	Growth Management	SHIP State Distribution	243-6500-334.50-00	184,162	
2	Interest	Growth Management	Interest	243-6500-361.14-10	438	
3	Miscellaneous Revenue	Growth Management	Miscellaneous Reimbursements	243-6500-369.40-00	15,400	
4	Personal Services	Growth Management	Salaries	243-6500-554.12-00		17,400
5	Professional Services	Growth Management	Down Payment Assistance	243-6500-554.34-61		81,500
6	Professional Services	Growth Management	Rehabilitation	243-6500-554.34-63		100,000
7	Professional Services	Growth Management	Out of county Travel	243-6500-554.40-12		400
8	Professional Services	Growth Management	Legal Advertising	243-6500-554.49-04		250
9	Professional Services	Growth Management	Registration Fees	243-6500-554.49-20		200
10	Office Materials & Supplies	Growth Management	Office Supplies	243-6500-554.51-10		250
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	200,000	200,000
COMBINED TOTAL		400,000

PERFORMANCE RESULTS: To prepare budget for SHIP FY 2011-2012 (243) account

Inez Linton-ext 2324
PREPARED BY:

ANALYST

2011 OCT 26 PM 4 22

CLERK OF CIRCUIT COURT

Steven Lachnicht 10-5-11
ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

October 25, 2011 Regular BoCC Meeting
Agenda Item #40

Title
Zoll Medical Corporation: Finance Report and Purchase Order 120682. (Amended)

Amount
$51,840.00

Description
Request approval of the Finance Report and Purchase Order 120682 issued to Zoll Medical Corporation.

Recommendation
Approve the Finance Report and Purchase Order 120682, in the amount of $51,840.00 to Zoll Medical Corporation, for warranties and preventative maintenance for thirty-six (36) cardiac monitors.

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order.

Requested By
Ed Bailey/Larry M. Sapp

Originating Department
Fire Rescue / Purchasing

Attachment(s) Description
Finance Report and Purchase Order

Documents Requiring Action
Finance Report and Purchase Order

Executive Summary
That the Board approve the Finance Report and Purchase Order 120682, in the amount of $51,840.00 to Zoll Medical Corporation, for warranties and preventative maintenance for thirty-six (36) cardiac monitors.The Department of Fire Rescue (ACFR) purchased thirty-six (36) cardiac monitors in April 2010. Extended warranties and preventative maintenance are needed to make certain that the monitors are maintained properly and to ensure that the department can provide advanced Life Support (ALS).

Background
In FY10, the Department of Fire Rescue purchased thirty-six (36) cardiac monitors that integrate 12-lead EKG transmissions, waveform capnography, pulse oxymitry, and other diagnostics. This purchase replaced 10-20 year old equipment that did not comply with Florida Administrative Code. The cardiac monitors are critical front-line emergency medical services equipment. They provide a mechanism for transmission of 12-lead information for cath lab activation and improve the diagnostic capabilities of all paramedics in the field and improve patient outcomes by proper treatment of patients with a wide variety of breathing problems. Keeping the equipment properly maintained and in top working condition is critical to patient outcomes. The most cost effective way to provide for the repair of the equipment and preventative maintenance to regulate the working condition of the equipment is through an annual agreement with the providing vendor.

Issues
If the equipment is not properly maintained, the Department may not be able to provide Advance Life Support services. The County could be fined for non-compliance and the State could eventually remove our license to provide ALS care.

Fiscal Recommendation
Sufficient funds exist within the Fire Rescue FY12 Approved Operating Budget to cover the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources
General Fund

Account Code(s)
001-5450-526.46-30

Attachment: 120682FR.pdf
Attachment: 120682PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

October 5, 2011

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**

Approve the Finance Report and Purchase Order #120682, to Zoll Medical Corporation, in the amount of $51,840.00, for the purchase of warranties and preventative maintenance for thirty-six (36) cardiac monitors for the Fire Rescue Department.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the Finance Report and Purchase Order #120682 issued to Zoll Medical Corporation, in the amount of $51,840.00, for the purchase of warranties and preventative maintenance for thirty-six (36) cardiac monitors and authorize the Chair to sign the purchase order.

APPROVED THIS 24 DAY OF October, 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. 120682

ORDER DATE	9/28/2011
REQ. NUMBER	0000057057
BID NUMBER	
BUYER	CHRISTY WINTERS,
ACCOUNT NO.	0015450526463O
VENDOR NO.	1003187

VENDOR	SHIP TO
VENDOR I.D. # ☐	
ZOLL MEDICAL CORPORTATION	ALACHUA COUNTY
WORLD WIDE HEADQUARTERS	FIRE RESCUE SERVICES
269 MILL ROAD	DEPT OF PUBLIC SAFETY
CHELMSFORD MA 01824-4105	913 SE 5TH STREET
	GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1			ONE (1) YEAR EXTENDED WARRANTY FOR THIRTY-SIX (36) CARDIAC MONITORS PURCHASED APRIL 2010. PART #: 8889-0001. - PRICE/YEAR/MONITOR $990.00 ANNUAL RATE FOR EXTENDED WARRANTY WILL BE $990/MONITOR X 36 MONITORS = $35,640.00/YR. * EXTENDED WARRANTY INCLUDES: - 20% DISCOUNT ON NEW CABLES & PADDLES - 25% DISCOUNT ON LITHIUM SUREPOWER BATTERIES - 25% DISCOUNT ON "XL SMART READY" BATTERIES - 50% DISCOUNT ON SEALED LEAD ACID BATTERIES - THE USE & SHIPPING OF A SERVICE LOANER AT NO COST DURING REPAIRS - NO CHARGE FOR SHIPPING OF UNIT BEING REPLACED SEE EXTENDED WARRANTY CONTRACT ATTACHED FOR SERIAL NUMBERS OF THE 36 MONITORS. * PAYMENT SCHEDULE FOR FIVE(5) YEAR EXTENDED WARRANTY AND PREVENTATIVE MAINTENANCE: - APRIL 1 THRU SEPT 30,2011 COMPLETED ** OCT 1,2011 THRU SEPT 30,2012 ** - OCT 1,2012 THRU SEPT 30,2013 ** - OCT 1,2013 THRU SEPT 30,2014 - OCT 1,2014 THRU SEPT 30,2015 - OCT 1,2015 THRU MARCH 31,2016 (6 MONTHS)	36.00	NA	990.0000	35640.00
2			ONE (1) YEAR PREVENTIVE MAINTENANCE	36.00	EA	450.0000	16200.00

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

** CONTINUED **

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 120682

ORDER DATE	9/28/2011
REQ. NUMBER	0000057057
BID NUMBER	
BUYER	CHRISTY WINTERS,
ACCOUNT NO.	0015450526463O
VENDOR NO.	1003187

VENDOR	SHIP TO
VENDOR I.D. # ☐ ZOLL MEDICAL CORPORTATION	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
2			ONE (1) YEAR PREVENTIVE MAINTENANCE - TWO (2) PREVENTIVE MAINTENANCES/YEAR ON 36 CARDIC MONITORS PURCHASED APRIL 2010. - PART #: 8889-1992 * ANNUAL RATE FOR PREVENTATIVE MAINTENANCE: $450/MONITOR X 36 MONITORS = $16,200.00/YR. * PREVENTIVE MAINTENANCE TO BE FULFILLED DURING THE TERM OF THE EXTENDED WARRANTY CONTRACT. * TOTAL ANNUAL COST OF EXTENDED WARRANTY AND PREVENTATIVE MAINTENANCE - $51,840.00 * VENDOR CONTACT: DENISE WHITTEMORE (800) 242-9150 X-9588 * DEPT CONTACT: TJ Joyner @ P: 352.384.3126 F: 352.384.3136 REMIT INVOICE(S) TO: ALACHUA COUNTY FIRE RESCUE SERVICES				

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

** CONTINUED **

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 120682

ORDER DATE	9/28/2011
REQ. NUMBER	0000057057
BID NUMBER	
BUYER	CHRISTY WINTERS,
ACCOUNT NO.	0015450526463O
VENDOR NO.	1003187

VENDOR	SHIP TO
VENDOR I.D. # ☐ ZOLL MEDICAL CORPORTATION	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
2			ONE (1) YEAR PREVENTIVE MAINTENANCE ATTN: ACCOUNTS PAYABLE PO BOX 5038 GAINESVILLE, FL 32627 P: 352.384.3125			TOTAL	51840.00

REMARKS:

BLANKET AUTHORIZATION IS HEREBY GRANTED TO THE SAID DEPARTMENT FOR THE PURCHASE OF SAID ITEMS AND/OR SERVICES DURING THE PERIOD OF OCTOBER 1, 2011 OR FROM THIS DATE (WHICHEVER IS LATEST) THROUGH SEPTEMBER 30, 2012.

FREIGHT CHARGES INCLUDED WHEN APPLICABLE.

THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE BOUND BY ANY EXACT QUANTITIES.

THE BOARD WOULD LIKE TO IMPRESS UPON YOU THE IMPORTANCE OF STRICTLY ADHERING TO THE DOLLAR AMOUNTS ON YOUR BLANKET PURCHASE ORDER. THE BOARD WILL NOT BE RESPONSIBLE FOR PURCHASES IN EXCESS OF THAT AMOUNT.

PLEASE NOTE THAT THE QUANTITY AND THE UNIT COST FIGURES ARE REVERSED; THIS WILL ENABLE OUR

BILLING INSTRUCTIONS TO VENDOR:

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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

** CONTINUED **

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 120682

ORDER DATE	9/28/2011
REQ. NUMBER	0000057057
BID NUMBER	
BUYER	CHRISTY WINTERS,
ACCOUNT NO.	001545052646 30
VENDOR NO.	1003187

VENDOR	SHIP TO
VENDOR I.D. # ☐ ZOLL MEDICAL CORPORTATION	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			REMARKS: SOFTWARE TO MAKE PARTIAL PAYMENTS TO YOU. FISCAL NON-FUNDING: EFFECTIVE ONLY TO THE EXTENT OF APPROPRIATIONS THIS BLANKET PURCHASE ORDER SHALL BE DEEMED AVAILABLE TO ALACHUA COUNTY AT ANY TIME OURING THE PERIOD INDICATED ON THE BLANKET PURCHASE ORDER.				

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

October 25, 2011 Regular BoCC Meeting
Agenda Item #41

Title
Architectural and Engineering Services for Solid Waste and Resource Recovery Capital Improvement Projects (RFP): 11-456 (Amended)

Amount
N/A

Description
Request approval of the Finance Report to approve the ranking and award for RFP 11-456: Architectural and Engineering Services for Solid Waste and Resource Recovery Capital Improvements Projects.

Recommendation
Approve the Finance Report to rank and award RFP 11-456; Architectural and Engineering Services for Solid Waste and Resource Recovery Capital Improvements Projects (RFP) and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

Alternative(s)
That the Board reject the award of RFP 11-456; Architectural & Engineering Services for Solid Waste and Resource Recovery Capital Improvements Projects.

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 approve the Finance Report to rank and award RFP 11-456; Architectural & Engineering Services for Solid Waste and Resource Recovery Capital Improvements Projects and authorize staff to negotiate agreements with the top ranked firms until agreements are reached. 1. SCS Engineers 2. HDR Engineering, Inc. 3. Golder Associates, Inc.

Background
RFP 11-456; Architectural & Engineering Services for Solid Waste and Resource Recovery Capital Improvements Projects (RFP) was advertised on July 27, 2011 and August 3, 2011. The deadline for receipt of the RFP was September 21, 2011. Three (3) vendors responded for RFP 11-456; Architectural & Engineering Services for Solid Waste and Resource Recovery Capital Improvements Projects (RFP). Capital improvements will be needed to meet legal requirements to establish flow control over the commercial waste stream and to meet comprehensive plan solid waste diversion goals of 75% by 2020. Specifically, the existing county-owned transfer station needs to be converted to a mixed-waste Materials Recovery Facility. An Organics Recycling Facility will be needed to process select organic materials, and a Resource Recovery Park will be needed to process

inorganic materials. All three facilities will need to be designed and engineered as part of an integrated solid waste management system to meet state and local regulatory requirements. This RFP was issued to rank the most qualified firm(s) to perform the necessary architectural and engineering services.

Issues
Without Board approval of this RFP ranking, Public Works will be unable to proceed to negotiate a contract with a qualified firm (s) to design and permit the facilities needed to achieve flow control and a 75% recycling rate.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
$0.00

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 11456FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

October 11, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #11-456 Architectural and Engineering Services for Solid Waste and Resource Recovery Capital Improvements

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, September 21, 2011
Advertisement Dates:	July 27, 2011 and August 3, 2011
Notifications sent to:	1321
Solicitations Requested by:	63
Responses Received From:	3

Firms:

Golder Associates, Inc. Gainesville, FL	HDR Engineering Gainesville, FL	SCS Engineering Tampa, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the final ranking, as set forth below, and authorize staff to negotiate an agreement with the top ranked firm until agreements are reached.

1. SCS Engineering
2. HDR Engineering
3. Golder Associates, Inc.

APPROVED THIS _____ DAY OF _____, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LMS/mm

October 25, 2011 Regular BoCC Meeting
Agenda Item #42

Title
Seimens Healthcare Diagnostics: Finance Report and Change Order 1 to Purchase Order 120058. (Amended)

Amount
$10,200.00

Description
Request approval of the Finance Report and Change Order 1 to Purchase Order 120058 issued to Seimens Healthcare Diagnostics to add additional grant funds.

Recommendation
Approve the Finance Report and Change Order 1 to Purchase Order 120058 issued to Seimens Healthcare Diagnostics to add additional grant funds.

Alternative(s)
That the Board reject the Finance Report and the issuance of Change Order.

Requested By
Tom Tonkavich/Larry M. Sapp

Originating Department
Court Services/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
That the Board approve the Finance Report and Change Order 1 to Purchase Order 120058 issued to Seimens Healthcare Diagnostics to add additional grant funds

Background
These are grant funds that were not included in the original blanket by mistake.

Issues
Rejecting this Change Order will inhibit the Department's ability to serve Alachua County residents.

Fiscal Recommendation
Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources
General Fund

Account Code(s)
093-3690-569-52.50, 100-3690-569.52-50, 115-3690-569-52.50

Attachment: 120058FR.pdf
Attachment: 120058PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

October 11, 2011

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 #120058, issued to Seimens Healthcare Diagnostics, for an increase of $10,200.00, to add additional grant funds for the purchase of Testing Supplies and Training for the Alachua County Court Services Department.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve Change Order # 1 to Purchase Order #120058 and authorize the Chairperson's signature on the same.

APPROVED THIS 24 DAY OF October, 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. 120058

ORDER DATE	:	9/03/2011
REQ. NUMBER	:	
BID NUMBER	:	
BUYER	:	MATT STEVENS
ACCOUNT NO.	:	SEE BELOW
VENDOR NO.	:	14163

CHANGE NO.: 1
DATE: 10/10/2011

VENDOR	SHIP TO
VENDOR I.D. #	
SEIMENS HEALTHCARE DIAGNOSTICS 1717 DEERFIELD RD DEERFIELD IL 60015	ALACHUA COUNTY ALACHUA COUNTY DRUG COURT 14 NE FIRST ST. GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			☆☆☆

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. 120058

ORDER DATE : 9/03/2011
REQ. NUMBER :
BID NUMBER :
BUYER : MATT STEVENS
ACCOUNT NO. : SEE BELOW
VENDOR NO. : 14163

CHANGE NO.: 1
DATE: 10/10/2011

** CONTINUED **

VENDOR	SHIP TO
VENDOR I.D. # SEIMENS HEALTHCARE DIAGNOSTICS	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			** CHANGE ORDER **				
			REQ. NO. DATE ACCOUNT NO. PROJECT			AMOUNT	
			0000057610 10/04/2011 09336905695250 CO/12/MCCOY			4000.00	
			0000057610 10/04/2011 10036905695250 CO/12/MCCOY			5000.00	
			0000057610 10/04/2011 11536905695250 CO/12/MCCOY			1200.00	

BILLING INSTRUCTIONS TO VENDOR:

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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

10-11-11

AUTHORIZED SIGNATURE

October 25, 2011 Regular BoCC Meeting
Agenda Item #43

Title
Escambia County Housing Finance Authority Resolution to operate within the boundaries of Alachua County. (Amended)

Amount
$150,000,000

Description
Request Adoption of a Resolution of the Board of County Commissioners authorizing the Escambia County Housing Finance Authority to operate within the boundaries of Alachua County, Florida on behalf of Alachua County.

Recommendation
Adopt Resolution No. 11-__ authorizing the Escambia County Housing Finance Authority to operate within the boundaries of Alachua County, Florida on behalf of Alachua County, Florida and the Alachua County Housing Finance Authority, to finance single family mortgage loans, authorizing the Alachua County Housing Finance Authority to enter into agreements with the Escambia County Housing Finance Authority; approving a form of and execution and delivery of an Interlocal Agreement between the Alachua County Housing Finance Authority and the Escambia County Housing Finance Authority; approving the issuance by the Escambia County Housing Finance Authority of not exceeding $150,000,000 single family mortgage revenue bonds on behalf of Alachua County, Florida and the Alachua County Housing Finance Authority.

Alternative(s)
Do not adopt Resolution No. 11-__.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
BoCC resolution re Escambia County Housing Finance Authority with attachments

Documents Requiring Action
Six (6) original BoCC resolutions re Escambia County Housing Finance Authority

Executive Summary
This resolution authorizes the Escambia County Housing Finance Authority to operate within the boundaries of Alachua County, Florida in behalf of Alachua County to issue Single Family Mortgage Revenue Bonds to finance qualifying single family mortgage loan programs for Escambia County, Florida and Alachua County and certain other counties through the Escambia Multi-County Single Family Housing Program. This bond issuance will provide first time homebuyers in Alachua County the opportunity to obtain affordable financing. The bonds and interest shall not constitute a debt of Alachua County.

Background
The Alachua County Housing Finance Authority conducted a TEFRA hearing at its September 20, 2011 meeting. At that meeting, a resolution of the Alachua County Housing Finance Authority was adopted approving a joint program with the Escambia County Housing Finance Authority for the issuance of single family mortgage revenue bonds on behalf of Alachua County. This proposed

resolution will in turn authorize the Alachua County Housing Finance Authority to enter into an Interlocal Agreement with the Escambia County Housing Finance Authority, to authorize the Escambia Authority to issue Single Family Mortgage Revenue Bonds and making funds available for qualifying single family owner-occupied residences in Alachua County. Private institutional lenders participating in the program, make these mortgages available to qualified homebuyers.

Issues
These documents must be executed and submitted to the Escambia County Housing Finance Authority by November 1, 2011 to participate in their program. By participating in the Escambia County Housing Finance Authority Single Family Mortgage Revenue Bond Multi-County Program, the economies of scale are realized to issue mortgage revenue bonds.

Fiscal Recommendation
This recommendation has no adverse impact on Alachua County.

Fiscal Alternative(s)
n/a

Funding Sources
Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds

Account Code(s)
Not applicable

Attachment: BoCC Resolution re Escambia County Housing Finance Authority with attachments.pdf

RESOLUTION NO. 11-126

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY TO OPERATE WITHIN THE BOUNDARIES OF ALACHUA COUNTY, FLORIDA ON BEHALF OF ALACHUA COUNTY, FLORIDA AND THE ALACHUA COUNTY HOUSING FINANCE AUTHORITY, TO FINANCE SINGLE FAMILY MORTGAGE LOANS; AUTHORIZING THE ALACHUA COUNTY HOUSING FINANCE AUTHORITY, TO ENTER INTO AGREEMENTS WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; APPROVING A FORM OF AND EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT BETWEEN THE ALACHUA COUNTY HOUSING FINANCE AUTHORITY AND THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; APPROVING THE ISSUANCE BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY OF NOT EXCEEDING $150,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS ON BEHALF OF ALACHUA COUNTY, FLORIDA AND THE ALACHUA COUNTY HOUSING FINANCE AUTHORITY, PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING THAT SUCH BONDS CONSTITUTE LIMITED, SPECIAL OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 159, Part IV, Florida Statutes (the "Act") authorized counties to create housing finance authorities to exercise powers of the Act within their boundaries or outside their boundaries with the consent of the governing body of the territory outside their area of operation; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, (the "Escambia Board") on May 29, 1980, enacted Ordinance No. 80-12 and on March 20, 2003, the Escambia Board enacted Ordinance 2003-8 (collectively, the "Ordinance"), creating the Escambia County Housing Finance Authority (the "Escambia Authority") and authorized the Escambia Authority to exercise all powers under the Act subject to approval by the Escambia Board as a condition precedent to the effectiveness of the certain actions of the Escambia Authority; and

WHEREAS, pursuant to the Act, the Board of County Commissioners of Alachua County, Florida, (the "Alachua Board") has found a shortage of affordable housing and capital for investment therein and a need for a housing finance authority to function in Alachua County, Florida ("Alachua County") and did accordingly create the Alachua County Housing Finance Authority (the "Alachua Authority"); and

WHEREAS, it is not practicable at this time under existing Florida and Federal laws and regulations for the Alachua Authority to issue its mortgage revenue bonds for the purpose of

implementing a single family housing program, although the shortage of such single family housing and capital for investment therein is continuing in Alachua County; and

WHEREAS, the Escambia Authority by a resolution duly adopted on March 8, 2011 (the "Enabling Resolution"), as amended and supplemented, authorized a plan of finance, as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended, (the "Plan") for the issuance of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds" or the "Escambia Bonds") in multiple series (the "Program"); and

WHEREAS, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designations as shall be appropriate in an aggregate principal amount not exceeding $150,000,000, exclusive of any amounts required for refunding purposes; and

WHEREAS, the Escambia Authority has expressed an interest in pursuing the Program through a joint program with the Alachua Authority for the issuance by the Escambia Authority of a sufficient principal amount of the Escambia Bonds to finance single family mortgage loan programs for Escambia County, Florida ("Escambia County") and Alachua County and certain other counties through a multi-county single family housing program (the "Escambia Multi-County Single Family Housing Program"); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") requires public approval of certain private activity bonds and the plan of finance therefor by an applicable elected representative or governmental unit following a public hearing and the Alachua Board constitutes an applicable elected representative or governmental unit; and

WHEREAS, pursuant to Section 147(f) of the Code a public hearing was scheduled by the Alachua Authority, on behalf of the Alachua Board, the Escambia Board and the Escambia Authority for September 20, 2011, at 10:00 a.m. or as soon thereafter as practicable, and notice of such hearing was given in the form required by the Code by publication more than fourteen (14) days prior to the public hearing; and

WHEREAS, the Alachua Authority has indicated that the required public hearing was conducted at the time and place advertised and at such hearing reasonable opportunity was provided for all interested individuals to express their views, both orally and in writing, on the issuance of the Bonds; and

WHEREAS, the Alachua Authority on behalf of the Alachua Board, the Escambia Authority and the Escambia Board, diligently and conscientiously considered all comments and concerns expressed by such individuals; and

WHEREAS, the Alachua Board desires to express its approval of the action to be taken pursuant to the Enabling Resolution and the Act and as required by Section 147(f) of the Code; and

WHEREAS, the Alachua Board desires to authorize the Alachua Authority to undertake certain actions as necessary in connection with participation in the Escambia Multi-County Single Family Housing Program and the issuance, sale, authentication and delivery of the Bonds by Interlocal Agreement (the "Interlocal Agreement") with the Escambia Authority;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. Because of the continuing shortage of affordable single family housing and capital for investment therein in Alachua County and the continuing impediments to a bond issue to alleviate such shortages as to single family housing, it is hereby determined that the Alachua Board consents to the Escambia Authority exercising its powers to issue the Bonds on behalf of Alachua County and the Alachua Authority and to implement the Plan to provide capital from sources of funds available to the Escambia Authority, including but not limited to a portion of the proceeds of the Bonds, and proceeds of obligations refunded by the Bonds, to establish the Program to finance Mortgage Loans for single family housing within the statutory boundaries of Alachua County ("Mortgage Loans"); provided, that the Escambia Authority and the Alachua Authority first enter into a written agreement setting forth the powers, duties and limitations of the Alachua Authority as they pertain to participation in the Escambia Multi-County Single Family Housing Program and the issuance, sale, authentication and delivery of said Bonds and the use of said Bond proceeds within Alachua County and payment of the issuance costs for such Bonds.

Section 2. In furtherance of the purposes set forth in Section 1 hereof the Chairman or Vice-Chairman and Secretary or Deputy Secretary of the Alachua Authority are hereby authorized to execute such consents, intergovernmental agreements, applications, instruments or other documents as shall be required to implement participation by the Alachua Authority of such Program and to provide for payment of Alachua Authority's proportionate share of the costs thereof, including but not limited to the costs of issuance of such Bonds, all as shall be approved by counsels to the Alachua Authority.

Section 3. The Interlocal Agreement, in substantially the form attached hereto as Exhibit A, and made a part hereof, between the Alachua Authority and the Escambia Authority is hereby approved. The officers of the Alachua Authority are, upon due authorization and approval by that body, hereby authorized to enter into such Interlocal Agreement on behalf of the Alachua Authority with such changes, modifications, insertions, omissions, substitutions, and such filling of blanks therein not inconsistent herewith as the officers executing same may approve, such execution and delivery to be conclusive evidence of such approval. The appropriate officers of the Alachua Authority are hereby further authorized to execute and deliver such other documents and instruments as may be necessary to implement such Interlocal Agreement, including, without limitation, application for up to the maximum available private activity bond volume allocations pursuant to Chapter 159, Part VI, Florida Statutes, for the purposes set forth in the Interlocal Agreement.

Section 4. The Alachua Board hereby approves, within the meaning of Section 147(f) of the Code, the Escambia Authority's Plan and the issuance by the Escambia Authority in multiple series from time to time of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds, initially designated as "(Multi-County Program)," with such particular Series designation as shall be appropriate for funding the Escambia Authority's Program for Mortgage Loans, and such other action to be taken by the Alachua Authority pursuant to the Enabling Resolution or the Act, in connection with the issuance, sale, authentication and delivery of the Bonds. A copy of the minutes of the public hearing held by the Alachua Authority on September 20, 2011, pursuant to Section 147(f) of the Code is attached hereto as Exhibit B and made a part hereof. The related Resolution of the Alachua Authority, adopted September 20, 2011, following the public hearing is attached hereto as Exhibit C and made a part hereof.

Section 5. The principal of and premium, if any, and interest on the Bonds and all payments required under the proposed financing agreements, including the Interlocal Agreement, shall be payable solely by the Escambia Authority from the proceeds derived by the Escambia Authority under the proposed financing agreements, and Alachua County shall never be required to (i) levy ad valorem taxes on any property within its territorial limits to pay the principal of and premium, if any, and interest on the Bonds or to make any other payments provided for under the proposed financing agreements, or (ii) pay the same from any funds of Alachua County whatsoever. Adoption of this Resolution does not authorize or commit the expenditure of any funds of Alachua County or of the Alachua Authority to pay the costs of issuance of such Bonds. The Bonds are limited, special obligations and will not constitute a debt of the State of Florida, Alachua County, Escambia County, or other participating Counties or of the Alachua Authority, the Escambia Authority or other participating Housing Finance Authorities, but will be payable solely from payments made from the revenues generated from the Program.

Section 6. All resolutions or parts thereof of the Alachua Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 7. This Resolution shall take effect immediately upon its adoption.

Duly adopted in the regular session this 25 day of October, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Its: Chairman
Board of County Commissioners

(SEAL)

ATTEST:

By: _____
Its: Clerk of the Circuit Court
Board of County Commissioners

APPROVED AS TO FORM:

By: _____
Alachua County Attorney

Exhibit A

FORM OF INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 1st day of September, 2011, by and between the **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY,** a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Escambia Authority"), and the **ALACHUA COUNTY HOUSING FINANCE AUTHORITY,** a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Local Authority");

W I T N E S S E T H:

WHEREAS, Chapter 159, Part IV, Florida Statutes (the "Act") authorizes the creation of housing finance authorities within the State of Florida (the "State") for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, the Escambia Authority by a resolution duly adopted on March 8, 2011 (the "Enabling Resolution"), as amended and supplemented, authorized a plan of finance, as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended, (the "Plan") for the issuance of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds" or the "Escambia Bonds") in multiple series (the "Program"); and

WHEREAS, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designations as shall be appropriate in an aggregate principal amount not exceeding $150,000,000, exclusive of any amounts required for refunding purposes; and

WHEREAS, the Escambia Authority has expressed an interest in pursuing the Program through a joint program with the Alachua County Housing Finance Authority (the "Alachua Authority") for the issuance by the Escambia Authority of a sufficient principal amount of the Escambia Bonds to finance qualifying single family mortgage loan programs for Escambia County, Florida ("Escambia County") and Alachua County and certain other counties through a multi-county single family housing program (the "Escambia Multi-County Single Family Housing Program"); and

WHEREAS, pursuant to Sections 143 and 146 of the Internal Revenue Code of 1986, as amended (the "Code"), the amount of mortgage revenue bonds (as defined in Section 143 of the Code) which may be issued in each year is limited by a private activity volume cap which has been established for such purpose within the State; and

WHEREAS, the limitations upon available portions of the private activity volume cap prevents the separate issuance of mortgage revenue bonds for each county from being feasibly and economically accomplished; and

WHEREAS, the Escambia Authority has authorized a sufficient amount of Escambia Bonds to fund, or to refund or refinance outstanding obligations, the proceeds of which will be used to finance a portion of the anticipated demand during the proposed Origination Period for qualifying single family mortgages ("Mortgage Loans") of both Escambia County, Florida and Alachua County, Florida (the "Participating County"), as well as certain other counties which may also participate in a joint bond program; and

WHEREAS, the aggregation of mortgage loan demand and the securing of the related amount of the cumulative State private activity volume cap (the "Allocation Amounts") granted by the State through 2014 (the "Authorization Period") for the purpose of issuing mortgage revenue bonds to finance qualifying single family residences to be occupied primarily by first-time home buyers will result in a wider allocation of fixed expenses and certain other economies of scale; and

WHEREAS, unless such economies are realized, the issuance of mortgage revenue bonds for such purpose would be less economical, resulting in higher mortgage costs to qualified mortgagors; and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limits the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue bonds to increase the amount available for Mortgage Loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, Sections 159.603 and 159.604, Florida Statutes, authorize the Participating County to approve the issuance of mortgage revenue bonds through the Escambia Authority to alleviate the shortage of affordable housing within the Participating County, which approval has been granted by a resolution of the Board of County Commissioners of the Participating County adopted on _____, 2011 (the "County Resolution"); and

WHEREAS, Sections 163.01, 159.608 and 125.01, Florida Statutes, and the County Resolution authorize this Agreement by conferring the authority to exercise or contract by agreement upon the Escambia Authority to exercise those powers which are common to it and the other parties hereto and to include the Participating County within the Escambia Authority's area of operation pursuant to Florida Statutes, Section 159.603(1) for the purpose of issuing qualified mortgage revenue bonds based on the Allocation Amounts to (i) make available funds to finance qualifying single family owner-occupied residences located within the Participating Counties in accordance herewith, (ii) establish the reserves therefor, and (iii) pay the costs of issuance thereof.

NOW THEREFORE, the parties agree as follows:

Section 1. Allocation Amounts; Substitution of Bonds.

The Local Authority hereby authorizes the Escambia Authority to issue, reissue, remarket or refund mortgage revenue bonds, in the form of its Single Family Mortgage Revenue Bonds in

multiple series from time to time based on the Allocation Amounts through the Authorization Period for the purpose of financing the Program and making funds available for qualifying single family owner-occupied residences in the Participating County to the full extent permitted by the Act. Any Escambia Bonds issued for such purposes in the Participating County are hereby deemed to be in full substitution for an equivalent principal amount of the Local Authority's bonds that could have been issued for such purpose. The Local Authority hereby authorizes the Escambia Authority to utilize the Local Authority's Allocation Amounts on behalf of the Local Authority as part of its Plan for the purpose of funding the Program, including, among other things, financing of qualifying single family mortgages in the Participating County, and the Escambia Authority is hereby designated as the bond issuing authority for the Local Authority through the end of the Authorization Period with respect to all such Allocation Amounts. The proceeds of the Escambia Bonds shall be allocated and applied to the funding, or refinancing of or refunding obligations, the proceeds of which will be used for the funding of Mortgage Loans within the various Participating Counties and for reserves and the payment of costs of issuing the Escambia Bonds, all in accordance with final Program documents approved by the Escambia Authority. All revenues generated by bonds issued pursuant to this Agreement and by the use of the proceeds thereof, will be administered by the Escambia Authority, or its agents, and all payments due from such revenues shall be paid by the Escambia Authority, or its agents, without further action by the Local Authority.

Section 2. Administration.

The Escambia Authority hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided, however, that the Local Authority retains and reserves its right and obligation to require reasonable reporting on programs designed for and operated within the Participating County, including, but not limited to, reasonably available mortgagor or profile data. The Escambia Authority and its agents shall provide the Local Authority with a copy of the transcript of documents and proceedings for the Escambia Bonds and such reports as may be necessary to comply with disclosure requirements and to account for funds generated by this Agreement.

The Escambia Authority shall have full authority and responsibility to negotiate, define, validate, market, sell, issue, reissue, deliver, refund or remarket its Escambia Bonds in the maximum Allocation Amounts, based upon mortgage loan demand and available Allocation Amounts permitted by law to finance qualifying single family housing developments in the Participating County and to take such other action as may be necessary or convenient to accomplish such purpose. Each Participating County may apply for the full Allocation Amounts available for such Participating County. It is agreed that the initial regional Allocation Amounts for the Escambia Bonds in the Participating County and other Participating Counties located within the same bond volume allocation region under Section 159.804, Florida Statutes, shall be allocated ratably between the Participating County and such other Participating Counties within such region based upon lender demand through June 15 of each year. In the event the Local Authority provides written notice to the Escambia Authority prior to January 1 of any calendar year during the authorization period, the Escambia Authority shall not file a request for Allocation Amounts on behalf of the Participating County for amounts within the Participating County's allocation region during such calendar year.

The issuance and administration costs and expenses related to the Escambia Bonds issued to finance the Program and administration of such Program shall be paid from proceeds of the Escambia Bonds and revenues generated from the Program.

Section 3. Program Parameters.

(A) Upon request of the Escambia Authority, the Local Authority shall, to the extent permitted by law, (i) approve, establish, and update, from time to time as necessary, upon the request of the Escambia Authority, such Program parameters including, but not limited to, maximum housing price and maximum adjusted family income for eligible borrowers, as may be required for any bonds issued by the Escambia Authority pursuant to this Agreement and (ii) approve the allocation of Mortgage Loan moneys for each lending institution offering to originate Mortgage Loans within the Participating County. Unless otherwise notified in writing by the Local Authority, the Escambia Authority may from time to time approve and establish such maximum price and family income amounts at the maximum levels provided pursuant to the Code without further action of the Local Authority or Participating County.

(B) The fees and expenses of the Local Authority and the fees and expenses of its counsels shall be paid from the proceeds of the Program in the manner and to the extent mutually agreed upon by the officials of the Local Authority and the Escambia Authority at or prior to issuance of the Escambia Bonds.

Section 4. Term.

This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten (10) days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated by the Local Authority during the Authorization Period, or by any party during any period that the Escambia Bonds issued pursuant to the terms hereof remain outstanding, or during any period in which the proceeds of such Escambia Bonds (or investments acquired through such proceeds) are still in the possession of the Escambia Authority, or its agents, pending distribution, unless either (i) the parties to this Agreement mutually agree in writing to the terms of such termination or (ii) such termination, by its terms, only applies prospectively to the authorization to issue Escambia Bonds for which no Allocation Amounts have been obtained or used by the Escambia Authority and for which no purchase contract has been entered into. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of Bonds pursuant to this Agreement.

Section 5. Indemnity.

To the full extent permitted by law, the Escambia Authority agrees to hold the Participating County and the Local Authority harmless from any and all liability for repayment of principal of and interest or penalty on the Escambia Bonds issued pursuant to this Agreement, and the members, officials, employees and agents of the Participating County and the Local

Authority harmless from any and all liability in connection with the approval rendered pursuant to Sections 159.603 and 159.604, Florida Statutes. The Escambia Authority agrees that any offering, circular or official statement approved by and used in marketing the Escambia Bonds will include a statement to the effect that Bond owners may not look to the Participating County or the Local Authority and their respective members, officials, employees and agents for payment of the Escambia Bonds issued pursuant to this Agreement and interest or premium thereon.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

HOUSING FINANCE AUTHORITY
FLORIDA SEAL 1980
ESCAMBIA COUNTY
(SEAL)
ATTEST:

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

By: _____
Steve Jernigan, Chairperson

By: _____
Sandra J. Ward, Secretary

ALACHUA COUNTY HOUSING FINANCE AUTHORITY

By: _____
Chairman

(SEAL)

ATTEST:

By: _____
Secretary

The undersigned Secretary of the Alachua County Housing Finance Authority, does hereby certify that the foregoing is a true and complete original of the Interlocal Agreement executed by the Chairman and Secretary as of _____, 2011.

Date: _____, 2011

ALACHUA COUNTY HOUSING FINANCE AUTHORITY

By: _____
Its: Secretary

(SEAL)

Exhibit B

MINUTES OF PUBLIC MEETING

Tuesday, September 20, 2011 – 10:00am
County Administration Building
Community Treasures Conference Room
12 Southeast 1st Street, 1st Floor
Gainesville, FL 32601

The Alachua County Housing Finance Authority held a regular meeting.

Members Present: Margie Krpan, ***Chair***
Alan Bliss
Ted Stover, ***Secretary***

Absent: Sarah Martello, ***Vice Chair***

Staff Present: Tom Webster, Housing Programs Manager
Karen Johnson, Senior Staff Assistant

Others Present: Elbert Jones, Phil Emmer

Chair Krpan opened the meeting at 10:00 a.m.

Mr. Stover moved to approve the agenda. Mr. Bliss seconded the motion. The motion carried 3-0.

Mr. Bliss made a motion to approve the minutes of January 6, 2011 and Mr. Stover seconded the motion. The motion carried 3-0.

Election of Secretary

Mr. Bliss nominated Mr. Stover for Secretary and Ms. Krpan seconded the motion.

Chair requested that staff send a letter to Ms. Martello to confirm contact information.

Public Hearing - Consideration adopting a Resolution approving Alachua County Housing Finance Authority's participation in the Escambia County Housing Finance Authority's Single Family Mortgage Revenue Bond Program – Mr. Elbert Jones, Jr

Mr. Elbert Jones, Assistant Director, Escambia County Housing Finance Authority, explained the purpose of the resolution and entertained questions from staff. The committee took a short recess. When the meeting resumed, a motion was made by Mr. Stover and seconded by Mr. Bliss to adopt the Resolution approving Alachua County's Housing Finance Authority's participation in the Escambia County's Housing Finance Authority's Single Family Mortgage Revenue Bond Program with a term not to exceed one year from the effective date.

Tenant Income Re-Certification Requirements – Tom Webster

Tom Webster made presentation to Board. The Board requested that Mr. Webster consult with the County Attorney's office regarding recommendation and bring back information to the board.

Mr. Bliss made a motion to have Housing Staff update the 2003 Affordable Housing Study and the motion was seconded by Mr. Stover. The motion carried 3-0.

Update on programs launched since last HFA meeting – Tom Webster

Mr. Webster shared Activity Report with committee which detailed the two programs that had been launched since committee met in January of 2010.

Committee decided to schedule the next meeting via e-mail.

Meeting adjourned.

Exhibit C

AUTHORITY RESOLUTION

RESOLUTION NO. 11-___

A RESOLUTION OF THE ALACHUA COUNTY HOUSING FINANCE AUTHORITY, APPROVING A JOINT PROGRAM WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE ISSUANCE BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY OF ITS NOT EXCEEDING $150,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS, ON BEHALF OF ALACHUA COUNTY, FLORIDA AND THE ALACHUA COUNTY HOUSING FINANCE AUTHORITY AND APPROVING A PLAN TO FINANCE QUALIFYING SINGLE FAMILY MORTGAGE LOANS IN ALACHUA COUNTY, FLORIDA; PROVIDING THAT SUCH ESCAMBIA BONDS CONSTITUTE LIMITED, SPECIAL OBLIGATIONS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 159, Part IV, Florida Statutes (the "Act"), authorizes the creation of housing financing authorities with the purpose of issuing revenue bonds to assist in alleviating a shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, Sections 159.603 and 159.604, Florida Statutes, authorize the Board of County Commissioners of Alachua County, Florida (the "Governing Body"), to approve the operation of the Escambia County Housing Finance Authority (the "Escambia Authority"), within the territorial boundaries of, and the issuance by, the Escambia Authority of revenue bonds to alleviate the shortage of affordable housing and capital available for investment therein within Alachua County, Florida ("Alachua County"); and

WHEREAS, the Escambia Authority by a resolution duly adopted on March 8, 2011 (the "Enabling Resolution"), as amended and supplemented, authorized a plan of finance (the "Plan"), as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended (the "Code") for the issuance of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds" or the "Escambia Bonds") in multiple series (the "Program"); and

WHEREAS, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designations as shall be appropriate in an aggregate principal amount not exceeding $150,000,000, exclusive of any amounts required for refunding purposes; and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limits the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue bonds to

increase the amount available for Mortgage Loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, the Escambia Authority has expressed an interest in pursuing the Program through a joint program with the Alachua County Housing Finance Authority (the "Alachua Authority") for the issuance by the Escambia Authority of a sufficient principal amount of the Escambia Bonds to finance qualifying single family mortgage loan programs for Escambia County, Florida ("Escambia County") and Alachua County and certain other counties through a multi-county single family housing program (the "Escambia Multi-County Single Family Housing Program"); and

WHEREAS, by combining the authority to issue single family mortgage revenue bonds of the Escambia Authority, Alachua County and the Alachua Authority and certain other issuers desiring to participate in the issue, the Escambia Authority's Program will be able to make available mortgage loans at rates below the rates otherwise possible if the Alachua Authority attempted a separate issue; and

WHEREAS, such a Program would benefit Alachua County and aid in alleviating a shortage of affordable housing and capital available for investment therein within Alachua County; and

WHEREAS, in order to participate in such Escambia Multi-County Single Family Housing Program and to approve the issuance of the Escambia Bonds, the Alachua Authority pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), has held a public hearing on behalf of Alachua County, the Escambia Authority and Escambia County, following notice of such hearing given in the form required by the Code by publication more than fourteen (14) days prior to such public hearing; and

WHEREAS, in order to participate in the Plan and the Escambia Multi-County Single Family Housing Program and to approve the issuance of the Escambia Bonds, the Alachua Authority desires to approve the form of and to execute and deliver an Interlocal Agreement with the Escambia Authority and to take such other actions as are necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE ALACHUA COUNTY HOUSING FINANCE AUTHORITY, THAT:

Section 1. Authority.

This Resolution is adopted pursuant to the provisions of the Florida Housing Authority Law, Chapter 159, Part IV Florida Statues, and other applicable laws.

Section 2. Findings.

The Alachua Authority has found and determined and hereby declares that:

(A) In order to realize the economies of scale afforded by aggregating the separate single family mortgage revenue bond programs for the Alachua Authority and the Escambia Authority, it is in the best interest of Alachua County and the Alachua Authority to authorize the Escambia Authority to issue the Escambia Bonds to finance single family mortgage loans for both Escambia County and Alachua County which qualify under the Act.

(B) The Alachua Authority held a public hearing on September 20, 2011, as required by Section 147(f) of the Code after giving such notice as required thereby. Such public hearing was conducted at the time and place advertised and at such hearing reasonable opportunity was provided for all interested individuals to express their views, both orally and in writing, on the Plan and the issuance of the Escambia Bonds. The Alachua Authority shall provide the minutes of such public hearing to the Governing Body for approval as the applicable elected representative or governmental unit.

(C) In order to implement such Escambia Multi-County Single Family Housing Program and to approve the issuance of the Escambia Bonds, it is in the best interest of the Alachua Authority to enter into an Interlocal Agreement with the Escambia Authority.

Section 3. Authorization of Form of Interlocal Agreement.

The execution and delivery of the Interlocal Agreement, authorizing the Escambia Authority to issue its Escambia Bonds to finance qualifying single family mortgage loans in Alachua County from time to time, a proposed form of which is attached hereto as Exhibit A (the "Interlocal Agreement") is hereby authorized. The form of the Interlocal Agreement attached hereto as Exhibit A is hereby approved, subject to such changes, modifications, insertions, omissions, substitutions and such filling of blanks therein as may be approved and made in such form by the officers of the Alachua Authority and the Escambia Authority executing the same, such execution and delivery to be conclusive evidence of such approval.

Section 4. Authorization to Execute.

The Chairman or Vice Chairman and the Secretary or Deputy Secretary of the Alachua Authority are hereby authorized and empowered to execute and deliver the Interlocal Agreement, subject to such changes, modifications, insertions, omissions, substitutions and filling of blanks therein as such officers executing the same shall approve, such execution to be conclusive evidence of such approval and to affix thereto or impress thereon the seal of the Alachua Authority. The appropriate officers of the Alachua Authority are hereby further authorized to execute and deliver such other or additional intergovernmental agreements, applications, consents, or other documents and instruments as may be necessary to implement the Plan and the Program, including, without limitation, application for up to the maximum available private activity bond volume allocations pursuant to the Act and the Plan, for the purposes set forth in the Interlocal Agreement.

Section 5. Approval of Issuance of Escambia Bonds and Public Hearing.

The Alachua Authority hereby approves, within the meaning of Section 147(f) of the Code, the Escambia Authority's Plan and the issuance by the Escambia Authority in multiple series from time to time, of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds, initially designated as "(Multi-County Program)" with such particular Series designation as shall be appropriate for funding the Escambia Authority's Program for Mortgage Loans, and the public hearing related thereto held by the Alachua Authority on September 20, 2011. The Alachua Authority hereby requests the Governing Body to approve, within the meaning of Section 147(f) of the Code, the Plan and the issuance by the Escambia Authority of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds, initially designated as "(Multi-County Program)" in multiple series from time to time with such particular Series designation as shall be appropriate and the public hearing related thereto by the Alachua Authority.

Section 6. No Expenditure of Funds; Limited, Special Obligations.

Adoption of this Resolution does not authorize or commit the expenditure of any funds of Alachua County or of the Alachua Authority to pay the cost of issuance of such Escambia Bonds. The Escambia Bonds are limited, special obligations and will not constitute a debt of the State of Florida, Alachua County, Escambia County, or other participating Counties or of the Alachua Authority, the Escambia Authority or other participating Housing Finance Authorities, but will be payable solely from payments made from the revenues generated from the Escambia Multi-County Single Family Housing Program.

Section 7. Effective Date.

The approvals and authorizations provided in Sections 3, 4 and 5 of this Resolution are expressly contingent upon and this Resolution shall become effective upon the adoption by the Governing Body of a resolution approving and authorizing the Escambia Authority to operate within the territorial boundaries of Alachua County with respect to the issuance of its Escambia Bonds.

DULY ADOPTED by the Alachua County Housing Finance Authority, this 20th day of September, 2011.

ALACHUA COUNTY HOUSING FINANCE AUTHORITY

(SEAL)

By: _____
Its: Chairman

ATTEST:

By: _____
Its: Secretary

Exhibit B

MINUTES OF PUBLIC MEETING

Tuesday, September 20, 2011 – 10:00am
County Administration Building
Community Treasures Conference Room
12 Southeast 1st Street, 1st Floor
Gainesville, FL 32601

The Alachua County Housing Finance Authority held a regular meeting.

Members Present: Margie Krpan, ***Chair***
Alan Bliss
Ted Stover, ***Secretary***

Absent: Sarah Martello, ***Vice Chair***

Staff Present: Tom Webster, Housing Programs Manager
Karen Johnson, Senior Staff Assistant

Others Present: Elbert Jones, Phil Emmer

Chair Krpan opened the meeting at 10:00 a.m.

Mr. Stover moved to approve the agenda. Mr. Bliss seconded the motion. The motion carried 3-0.

Mr. Bliss made a motion to approve the minutes of January 6, 2011 and Mr. Stover seconded the motion. The motion carried 3-0.

Election of Secretary

Mr. Bliss nominated Mr. Stover for Secretary and Ms. Krpan seconded the motion.

Chair requested that staff send a letter to Ms. Martello to confirm contact information.

Public Hearing - Consideration adopting a Resolution approving Alachua County Housing Finance Authority's participation in the Escambia County Housing Finance Authority's Single Family Mortgage Revenue Bond Program – Mr. Elbert Jones, Jr

Mr. Elbert Jones, Assistant Director, Escambia County Housing Finance Authority, explained the purpose of the resolution and entertained questions from staff. The committee took a short recess. When the meeting resumed, a motion was made by Mr. Stover and seconded by Mr. Bliss to adopt the Resolution approving Alachua County's Housing Finance Authority's participation in the Escambia County's Housing Finance Authority's Single Family Mortgage Revenue Bond Program with a term not to exceed one year from the effective date.

Tenant Income Re-Certification Requirements – Tom Webster

Tom Webster made presentation to Board. The Board requested that Mr. Webster consult with the County Attorney's office regarding recommendation and bring back information to the board.

Mr. Bliss made a motion to have Housing Staff update the 2003 Affordable Housing Study and the motion was seconded by Mr. Stover. The motion carried 3-0.

Update on programs launched since last HFA meeting – Tom Webster

Mr. Webster shared Activity Report with committee which detailed the two programs that had been launched since committee met in January of 2010.

Committee decided to schedule the next meeting via e-mail.

Meeting adjourned.

Exhibit C

AUTHORITY RESOLUTION

RESOLUTION NO. 11-___

A RESOLUTION OF THE ALACHUA COUNTY HOUSING FINANCE AUTHORITY, APPROVING A JOINT PROGRAM WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE ISSUANCE BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY OF ITS NOT EXCEEDING $150,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS, ON BEHALF OF ALACHUA COUNTY, FLORIDA AND THE ALACHUA COUNTY HOUSING FINANCE AUTHORITY AND APPROVING A PLAN TO FINANCE QUALIFYING SINGLE FAMILY MORTGAGE LOANS IN ALACHUA COUNTY, FLORIDA; PROVIDING THAT SUCH ESCAMBIA BONDS CONSTITUTE LIMITED, SPECIAL OBLIGATIONS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 159, Part IV, Florida Statutes (the "Act"), authorizes the creation of housing financing authorities with the purpose of issuing revenue bonds to assist in alleviating a shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, Sections 159.603 and 159.604, Florida Statutes, authorize the Board of County Commissioners of Alachua County, Florida (the "Governing Body"), to approve the operation of the Escambia County Housing Finance Authority (the "Escambia Authority"), within the territorial boundaries of, and the issuance by, the Escambia Authority of revenue bonds to alleviate the shortage of affordable housing and capital available for investment therein within Alachua County, Florida ("Alachua County"); and

WHEREAS, the Escambia Authority by a resolution duly adopted on March 8, 2011 (the "Enabling Resolution"), as amended and supplemented, authorized a plan of finance (the "Plan"), as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended (the "Code") for the issuance of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds" or the "Escambia Bonds") in multiple series (the "Program"); and

WHEREAS, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designations as shall be appropriate in an aggregate principal amount not exceeding $150,000,000, exclusive of any amounts required for refunding purposes; and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limits the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue bonds to

increase the amount available for Mortgage Loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, the Escambia Authority has expressed an interest in pursuing the Program through a joint program with the Alachua County Housing Finance Authority (the "Alachua Authority") for the issuance by the Escambia Authority of a sufficient principal amount of the Escambia Bonds to finance qualifying single family mortgage loan programs for Escambia County, Florida ("Escambia County") and Alachua County and certain other counties through a multi-county single family housing program (the "Escambia Multi-County Single Family Housing Program"); and

WHEREAS, by combining the authority to issue single family mortgage revenue bonds of the Escambia Authority, Alachua County and the Alachua Authority and certain other issuers desiring to participate in the issue, the Escambia Authority's Program will be able to make available mortgage loans at rates below the rates otherwise possible if the Alachua Authority attempted a separate issue; and

WHEREAS, such a Program would benefit Alachua County and aid in alleviating a shortage of affordable housing and capital available for investment therein within Alachua County; and

WHEREAS, in order to participate in such Escambia Multi-County Single Family Housing Program and to approve the issuance of the Escambia Bonds, the Alachua Authority pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), has held a public hearing on behalf of Alachua County, the Escambia Authority and Escambia County, following notice of such hearing given in the form required by the Code by publication more than fourteen (14) days prior to such public hearing; and

WHEREAS, in order to participate in the Plan and the Escambia Multi-County Single Family Housing Program and to approve the issuance of the Escambia Bonds, the Alachua Authority desires to approve the form of and to execute and deliver an Interlocal Agreement with the Escambia Authority and to take such other actions as are necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE ALACHUA COUNTY HOUSING FINANCE AUTHORITY, THAT:

Section 1. Authority.

This Resolution is adopted pursuant to the provisions of the Florida Housing Authority Law, Chapter 159, Part IV Florida Statues, and other applicable laws.

Section 2. Findings.

The Alachua Authority has found and determined and hereby declares that:

(A) In order to realize the economies of scale afforded by aggregating the separate single family mortgage revenue bond programs for the Alachua Authority and the Escambia Authority, it is in the best interest of Alachua County and the Alachua Authority to authorize the Escambia Authority to issue the Escambia Bonds to finance single family mortgage loans for both Escambia County and Alachua County which qualify under the Act.

(B) The Alachua Authority held a public hearing on September 20, 2011, as required by Section 147(f) of the Code after giving such notice as required thereby. Such public hearing was conducted at the time and place advertised and at such hearing reasonable opportunity was provided for all interested individuals to express their views, both orally and in writing, on the Plan and the issuance of the Escambia Bonds. The Alachua Authority shall provide the minutes of such public hearing to the Governing Body for approval as the applicable elected representative or governmental unit.

(C) In order to implement such Escambia Multi-County Single Family Housing Program and to approve the issuance of the Escambia Bonds, it is in the best interest of the Alachua Authority to enter into an Interlocal Agreement with the Escambia Authority.

Section 3. Authorization of Form of Interlocal Agreement.

The execution and delivery of the Interlocal Agreement, authorizing the Escambia Authority to issue its Escambia Bonds to finance qualifying single family mortgage loans in Alachua County from time to time, a proposed form of which is attached hereto as Exhibit A (the "Interlocal Agreement") is hereby authorized. The form of the Interlocal Agreement attached hereto as Exhibit A is hereby approved, subject to such changes, modifications, insertions, omissions, substitutions and such filling of blanks therein as may be approved and made in such form by the officers of the Alachua Authority and the Escambia Authority executing the same, such execution and delivery to be conclusive evidence of such approval.

Section 4. Authorization to Execute.

The Chairman or Vice Chairman and the Secretary or Deputy Secretary of the Alachua Authority are hereby authorized and empowered to execute and deliver the Interlocal Agreement, subject to such changes, modifications, insertions, omissions, substitutions and filling of blanks therein as such officers executing the same shall approve, such execution to be conclusive evidence of such approval and to affix thereto or impress thereon the seal of the Alachua Authority. The appropriate officers of the Alachua Authority are hereby further authorized to execute and deliver such other or additional intergovernmental agreements, applications, consents, or other documents and instruments as may be necessary to implement the Plan and the Program, including, without limitation, application for up to the maximum available private activity bond volume allocations pursuant to the Act and the Plan, for the purposes set forth in the Interlocal Agreement.

Section 5. Approval of Issuance of Escambia Bonds and Public Hearing.

The Alachua Authority hereby approves, within the meaning of Section 147(f) of the Code, the Escambia Authority's Plan and the issuance by the Escambia Authority in multiple series from time to time, of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds, initially designated as "(Multi-County Program)" with such particular Series designation as shall be appropriate for funding the Escambia Authority's Program for Mortgage Loans, and the public hearing related thereto held by the Alachua Authority on September 20, 2011. The Alachua Authority hereby requests the Governing Body to approve, within the meaning of Section 147(f) of the Code, the Plan and the issuance by the Escambia Authority of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds, initially designated as "(Multi-County Program)" in multiple series from time to time with such particular Series designation as shall be appropriate and the public hearing related thereto by the Alachua Authority.

Section 6. No Expenditure of Funds; Limited, Special Obligations.

Adoption of this Resolution does not authorize or commit the expenditure of any funds of Alachua County or of the Alachua Authority to pay the cost of issuance of such Escambia Bonds. The Escambia Bonds are limited, special obligations and will not constitute a debt of the State of Florida, Alachua County, Escambia County, or other participating Counties or of the Alachua Authority, the Escambia Authority or other participating Housing Finance Authorities, but will be payable solely from payments made from the revenues generated from the Escambia Multi-County Single Family Housing Program.

Section 7. Effective Date.

The approvals and authorizations provided in Sections 3, 4 and 5 of this Resolution are expressly contingent upon and this Resolution shall become effective upon the adoption by the Governing Body of a resolution approving and authorizing the Escambia Authority to operate within the territorial boundaries of Alachua County with respect to the issuance of its Escambia Bonds.

DULY ADOPTED by the Alachua County Housing Finance Authority, this 20th day of September, 2011.

ALACHUA COUNTY HOUSING FINANCE AUTHORITY

(SEAL)

By: _____
Its: Chairman

ATTEST:

By: _____
Its: Secretary