



**INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA, ACTING FOR AND ON  
THE BEHALF OF THE BOARD OF TRUSTEES, A PUBLIC CORPORATION OF THE  
STATE OF FLORIDA**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 11<sup>th</sup> day of January, 2022 between ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and University of Florida, acting for and on behalf of the Board of Trustees, a public corporation of the State of Florida, hereinafter referred to "University" or "Professional". Collectively, County and University shall be referred to herein as the "Parties".

**WITNESSETH**

**WHEREAS**, County desires to employ University to provide services for landfill and solid waste related research services. This Agreement is intended to replace and expand upon a previous agreement between the parties dated November, 28, 2011 and subsequently amended with a First Amendment dated November 13, 2012, a Second Amendment dated September 11, 2013, a Third Amendment dated October 20, 2014, a Fourth Amendment dated October 4, 2015, a Fifth Amendment dated December 2, 2016, a Sixth Amendment dated March 13, 2018, and a Seventh Amendment dated February 26, 2019; and

**WHEREAS**, University represents and warrants that it is qualified to provide these services; and

**WHEREAS**, and the Parties 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.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, and pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, the Parties hereby agree as follows:

**Term.** The effective date of this Agreement shall be the date of the last signatory to it and upon the filing of it with the Clerk of the Circuit Court of Alachua County, Florida as required by Section 163.01 (11), Florida Statutes ("Effective Date"). Unless extended by mutual written Agreement that is duly executed by the Parties, or unless otherwise provided in this Agreement, this Agreement shall expire one year from the Effective Date.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

1. **Representations.** By executing this Agreement, the University makes the following express representations to the County:
  - 1.1. University is professionally qualified to act as the professional for the Services;
  - 1.2. University shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Services until the University's duties hereunder have been fully satisfied;
  - 1.3. University has become familiar with the Services site and the local conditions under which the Services is to be designed, implemented and performed;
  - 1.4. University shall prepare all deliverables required by this Agreement including, but not limited to, all data and analysis of such data, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
  - 1.5. University represents that the deliverables prepared by the University will be adequate and sufficient to accomplish the purposes and needs of the County and meet the requirements of all applicable federal, state and local codes and regulations; and
  - 1.6. University acknowledges and agrees that the County's review, inspection or approval of the Services performed by the University shall in no way diminish the Professional obligations to perform the Services in full compliance with the requirements of this Agreement nor shall it diminish University's representations pertaining to the Services.
2. **Duties of University.** University shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit "1"** (hereinafter, the "Services")
3. **Duties of County.** County shall have and perform the following duties, obligations, and responsibilities to University as outlined in **Exhibit "2."**
4. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, University shall be paid in accordance with this section.
  - 4.1. For the purposes of this Agreement, a fiscal year shall commence on October 1<sup>st</sup> and shall end on September 30<sup>th</sup>. The Professional shall be paid a sum that SHALL NOT EXCEED \$71,291.00 per fiscal year ("Annual Not-To-Exceed Contract Amount"), unless approved by the Board of County Commissioners, allocated as outlined in **Exhibit 1.**
  - 4.2. As a condition precedent to being owed any payment under this Agreement, University shall submit quarterly, unless otherwise agreed in writing by County, an invoice to County requesting payment for Services properly rendered and expenses due. University's invoice shall describe with reasonable particularity each Service rendered, the date thereof, and the person(s) rendering such Service. If payment is requested for Services rendered by University, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute University's representation to County that the Services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this

Agreement, that all obligations of University covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to University that payment of any portion thereof should be withheld. Submission of University's invoice for final payment shall further constitute University's representation to County that, upon receipt by University of the amount invoiced, all obligations of University to others, including its consultants, incurred in connection with the Services, will be paid in full. University shall submit invoices to the County at the following address:

Solid Waste and Resource Recovery Director  
Solid Waste and Resource Recovery Department  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida, 32653  
[gus@alachuacounty.us](mailto:gus@alachuacounty.us)

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

4.4. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and all payments shall be remitted to:

University of Florida  
Contracts & Grants  
33 Tigert Hall  
P.O. Box 113001  
Gainesville, FL 32611

**5. Personnel.**

5.1. University will assign only qualified personnel to perform any Service concerning this Agreement. The following individual shall either perform or supervise the performance of the Services and shall be primarily responsible for the performance of the Services on behalf of University:

<u>NAME</u>	<u>FUNCTION</u>
<i>Dr. Timothy Townsend</i>	<i>Principal Investigator</i>

5.2. So long as the individuals named above remain actively employed or able to be retained by University, they shall perform the functions indicated next to their names. County's project manager may authorize changes to this list in writing.

6. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, the University's and

the County's representatives are:

County:  
Solid Waste and Resource Recovery Director  
Solid Waste and Resource Recovery Department  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653  
[gus@alachuacounty.us](mailto:gus@alachuacounty.us)

University:  
Stephanie Gray  
Assistant Vice President  
University of Florida Board of Trustees  
Division of Sponsored Programs  
207 Grinter Hall  
P.O. Box 115500  
Gainesville, FL 32611-5500  
[ufawards@ufl.edu](mailto:ufawards@ufl.edu)

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

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32602  
Attn: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And to  
Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts  
[Procurement@alachuacounty.us](mailto:Procurement@alachuacounty.us)

## **7. Default and Termination.**

- 7.1. If either Party commits a material breach of this Agreement and fails to remedy that breach within sixty (60) days after the receipt of written notice from the other Party, the Party giving notice may terminate this Agreement by written notice to the other Party, effective upon receipt. The Solid Waste and Resource Recovery Director is authorized to provide written notice of default on behalf of 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 County to University.
- 7.2. The Parties may also terminate the Agreement without cause by providing sixty (60) days prior written notice to the other Party (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for

Convenience on behalf of County. Upon such notice, University will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by University in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, University's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination and, any non-cancellable costs associated with the project, but University 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 Services not performed.

- 7.3. If funds to finance this Agreement become unavailable, County may terminate the Agreement with no less than seventy-two hours' notice in writing to University. County will be the final authority as to the availability of funds. County will pay University for all Services completed prior to any notice of termination.

## **8. Project Records:**

### **8.1. General Provisions:**

- 8.1.1. Any document submitted to 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 per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.2. In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, Professional shall provide the public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.3. Professional shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Professional does not transfer the records to County.

### **8.2. Confidential Information:**

- 8.2.1. During the term of this Agreement or license, Professional may claim that some or all of Professional'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 Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" and County shall use reasonable efforts to maintain the confidentiality of the information properly identified by Professional as "Confidential Information."

8.2.2. Professional shall protect, defend, indemnify, and hold 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 to the extent allowed by §768.28, Florida Statutes. Professional shall investigate, handle, respond to, and defend, using counsel chosen by Professional, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional 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 to the extent allowed by Florida Statute 768.28. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive for a period of three (3) years. Professional releases County from claims or damages related to disclosure by County.

8.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, Professional, *when acting on behalf of County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to County all public records in possession of Professional or keep and maintain public records required by County to perform the service. If Professional transfers all public records to County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

8.4. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY REPRESENTATIVE, Gus Olmos AT E-MAIL [Gus@AlachuaCounty.US](mailto:Gus@AlachuaCounty.US), PHONE (352)338-3233, OR US MAIL, 5620 NW 120<sup>TH</sup> LN, GAINESVILLE, FL 32653**

9. **Ownership of Deliverables.** All project deliverables are the sole property of County and may be used by County for any purpose. University grants County an irrevocable, non-exclusive right to use, disclose, reproduce, and distribute all Intellectual Property, as defined by County Policy 10-3 – *Third Party Intellectual Property Policy*, that is authored, created, made,

conceived, invented, reduced to practice or otherwise developed by University in the performance of services under this Agreement, and to prepare derivative works from said Intellectual Property and project deliverables. Additionally, the project deliverables may be used by University for any research purpose.

10. **Permits.** University will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
11. **Laws & Regulations.** University will comply with all laws, ordinances, regulations, and building code requirements applicable to the Services required by this Agreement. University is presumed to be familiar with all state and local laws, ordinances, code rules, regulations and County policies that may in any way affect the Services outlined in this Agreement. If University is not familiar with state and local laws, ordinances, code rules and regulations, University remains liable for any violation and all subsequent damages or fines.
12. **Liability:**
  - 12.1. Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents acting in the scope of their employment. Each Party fully retains all sovereign immunity protections afforded to it under the laws of the State of Florida. This Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. All claims against either party that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.
  - 12.2. University shall provide evidence to County that it has in place a program of self-insurance pursuant to §111.072, §136.091 and §768.28, Florida Statutes and that the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.
  - 12.3. If University is not self-insured, as provided above, it 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 Services hereunder by the entity, its agents, representatives, employees or subcontractors in the type and of the amounts required in Exhibit "3".
13. **Standard of Care.** The Services of University shall be performed with the skill and care which would be exercised by a qualified professional performing similar Services at the time and place such Services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, University shall furnish, at its own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
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.** County and University 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.

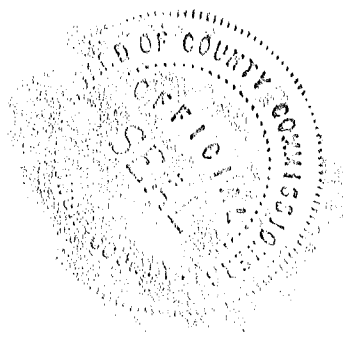
16. **Independent Professional or Consultant.** In the performance of this Agreement, University is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of County. University is solely responsible for the means, method, technique, sequence, and procedure utilized by the University in the full performance of the Agreement.
17. **Collusion.** By signing this Agreement, University 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.
18. **Conflict of Interest.** University represents that neither it nor any personnel related to this project have any financial or personal interest that conflicts with the execution of this Agreement. University shall notify County of any conflict of interest that may arise during the performance of this project.
19. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, University represents that it has not employed or retained any company or person, other than a bona fide employee working solely for University to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for University 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 shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.
24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
25. **Waiver of Right to Trial by Jury.** Each party waives its rights to demand trial by jury.
26. **Amendments.** The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties and filed with the Clerk of Circuit Court of Alachua County, Florida.



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. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
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 acknowledged and agreed 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 regarding the subject matter of this Agreement.

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



**ALACHUA COUNTY, FLORIDA**

By: Marihelen Wheeler  
Marihelen Wheeler, Chair  
Board of County Commissioners  
Date: January 11, 2022

APPROVED AS TO FORM

ATTEST:

J.K. Irby

J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

DocuSigned by:  
David Forziano  
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Alachua County Attorney's Office

**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

ATTEST  
By: Joni Hubbard  
Print: Joni Hubbard  
Title: Contracting Officer

By: Elizabeth Keeter Digitally signed by Elizabeth Keeter  
Date: 2021.09.23 18:55:48 -04'00'  
Print: Elizabeth Keeter  
Title: Assistant Director for Research  
Date: September 23, 2021

**IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

**EXHIBIT 1: Scope of Services/Duties of University**

1. University will assist County to identify the sources and locations of rainfall intrusion into the SW landfill and recommend mitigation strategies to reduce the magnitude of this infiltration. Potential methods include tracer studies, water balance modeling, and field borings. An up-to-date topographic survey of the SW landfill cap will be required for this evaluation, and the research will develop this if needed.

- \$34,574.00

2. University will assist County in obtaining necessary permit modifications with the FDEP to move the location of the Reverse Osmosis permeate spray field off of the landfill cap. University's Principal Investigator, Professor Townsend can serve as the professional engineering signing and sealing this request (FL PE 60283).

- \$15,327.00

3. University will assist County with developing strategies for the management and treatment of leachate from the County's transfer station. Potential steps in the task include conducting an updated technology/practice review, collecting and analyzing leachate, conducting bench scale treatability studies, and performing conceptual engineering design and cost analysis.

- \$7,130.00

4. University will work with County to identify alternative waste collection strategies for select waste materials that optimizes the cost feasibility of County's current collection system and maximizes the environmental benefits of County's collection program.

- \$7,130.00

5. University will assist County in developing recycling options for the glass residuals at the County's Material Recovery facility. These Services may include, but not limited to: testing via lysimeters to determine toxicity; additional processing; and equipment testing.

- \$7,130.00

## **EXHIBIT 2: Duties of the County**

The County shall have and perform the following duties, obligations, and responsibilities to the University:

1. Provide payments as provided for in Section 4 of the Agreement.
2. Provide access to Alachua County solid waste facilities as needed for UF to complete the tasks assigned.

### EXHIBIT 3: Insurance Requirements (if not Self-Insured)

#### TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Professional 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 Services hereunder by the Professional, his agents, representatives, employees or subcontractors.

**I. COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

**II. AUTOMOBILE LIABILITY.**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.**

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

**V. OTHER INSURANCE PROVISIONS.**

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the Professional.
  - 2 The Professional's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Professional's insurance and shall be non-contributory.
- C All Coverages
  - 1 The Professional shall provide a Certificate of Insurance to the County with a 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 claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**VI. SUBCONTRACTORS**

Professionals 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**

**EXHIBIT 3-A: Certificate of Insurance**



**DEPARTMENT OF FINANCIAL SERVICES**  
***Division of Risk Management***

**STATE RISK MANAGEMENT**  
**TRUST FUND**

Policy Number:        GL-0171                                General Liability  
Certificate of Coverage

Name Insured:        University of Florida

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability:    \$200,000.00 each person  
                                 \$300,000.00 each occurrence

Inception Date:        July 1, 2021

Expiration Date:       July 1, 2022





DEPARTMENT OF FINANCIAL SERVICES

*Division of Risk Management*

**STATE RISK MANAGEMENT**

**TRUST FUND**

Policy Number: FC-0171 Federal Civil Rights Liability  
and Employment Discrimination  
Certificate of Coverage

Name Insured: University of Florida

Federal Civil Rights Liability Coverage provided pursuant to Chapter 284, Part II,  
Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Federal Civil Rights:

Liability: Unlimited each person  
Unlimited each occurrence

Inception Date: July 1, 2021

Expiration Date: July 1, 2022



DEPARTMENT OF FINANCIAL SERVICES  
*Division of Risk Management*

STATE RISK MANAGEMENT  
TRUST FUND

Policy Number: AL-0171 Fleet Automobile Liability  
Certificate of Coverage

Name Insured: University of Florida

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person  
\$300,000.00 each occurrence

Personal Injury: \$10,000.00 each person  
\$10,000.00 each occurrence

Inception Date: July 1, 2021

Expiration Date: July 1, 2022



DEPARTMENT OF FINANCIAL SERVICES

*Division of Risk Management*

**STATE RISK MANAGEMENT**

**TRUST FUND**

Policy Number: WC-0171 State Employee Workers' Compensation  
and Employer's Liability  
Certificate of Coverage

Name Insured: University of Florida

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person  
\$300,000.00 each occurrence

Inception Date: July 1, 2021

Expiration Date: July 1, 2022