

AMENDMENT NO. 1
TO AGREEMENT NO. HW301
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

This Amendment to Agreement No. HW301 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Alachua County Board of County Commissioners, 12 SE 1st St, Gainesville, FL 32601 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee to perform household hazardous waste cooperative collection center activities and events, effective July 1, 2022;

WHEREAS, the parties wish to amend the Agreement as set forth herein to move money between Budget Categories within Task 2.

NOW THEREFORE, the parties agree as follows:

- 1) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Work Plan, as attached to this Amendment and hereby incorporated into this agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Work Plan.
- 2) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Alachua County Board of County Commissioners

Florida Department of Environmental Protection

By: _____

By: _____

Title:

Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-A	Revised Work Plan (6 pages)

ATTACHMENT 3-A GRANT WORK PLAN

PROJECT TITLE: Alachua County Host for Neighboring County/Counties Household Hazardous Waste Cooperative Collection Center Arrangement Grant

PROJECT AUTHORITY: The Department of Environmental Protection (Department) received funding from the Florida Legislature through Specific Appropriation Line Item No.1709, Water Quality Assurance Trust Fund, Fiscal Year (FY) 2022 - 2023, General Appropriations Act, for the purpose of, among other things, providing assistance for household hazardous waste cooperative collection center arrangement activities performed by Alachua County (Grantee). In accordance with Section 403.7265, Florida Statutes (F.S.), the Grantee has established operational hazardous waste collection centers and is willing to assume a host role, in organizing a local hazardous waste collection in a Neighboring County that is currently unable to establish a permanent collection center but desires a local hazardous waste collection. The Grantee received this funding on a cost reimbursement basis up to a maximum of \$181,000.00 for the purpose of acting as the Host County, similar to that of the State in the amnesty days program described in Section 403.7264, F.S., for those Neighboring Counties who have entered into an **Interlocal Agreement(s) (Attachment 9)** with the Grantee. Authority for this Project is specified in Section 403.7265, F.S. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.007. Any subsequent policies regarding local hazardous waste collection centers with the Department shall be provided to the Grantee during the term of this Agreement.

PROJECT LOCATION: The Alachua County Environmental Protection Department's Household Hazardous Waste Collection Center is located at the Levada Brown Environmental Park at 5125 NE 63rd Ave Gainesville, FL 32609. The household hazardous waste will be collected from the HHW Collection Events held in each of the following Neighboring Counties: Baker, Bradford, Columbia, Dixie, Gilchrist, Lafayette, Nassau, Putnam, and Union, and then transported to either directly to the Alachua County Household Hazardous Waste Collection Center or to Alachua County's currently contracted TSD. The household hazardous waste will be properly managed by Alachua County personnel and several approved vendors and contractors for final disposal including but not limited to: Powerhouse Recycling, CMC Recycling, ParGas, US Ecology, Howco Environmental Services, and Veolia, for recycling, fuel blending, hazardous waste incineration or solidification as appropriate and required by law.

PROJECT BACKGROUND: The Grantee and the Neighboring County/Counties have determined that a joint and cooperative effort is a viable approach to the proper and cost-effective management of a Neighboring County's waste stream. A grant request has been made jointly on behalf of the Host and the Neighboring County/Counties by the Grantee. This request has been endorsed by both the Host's and Neighboring County's Boards of County Commissioners and been approved through the execution of an **Interlocal Agreement(s)**. The Grantee has executed an Interlocal Agreement with each of the following Neighboring Counties: Baker, Bradford, Columbia, Dixie, Gilchrist, Lafayette, Nassau, Putnam, and Union Counties.

PROJECT DESCRIPTION: The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County/Counties identified in this Agreement. In order to act as a host local government, the Grantee is responsible for the following:

- Having an established operational hazardous waste collection center that offers hazardous waste management to households, farmers and conditionally exempt small quantity generators (VSQGs), Section 403.7265, F.S.;
- 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 VSQGs, households, and farmers is accepted at the center;
- Ensuring that hazardous waste collected at the Neighboring County HHW Collection Event (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 a U.S. Environmental Protection Agency (EPA) identification number when shipping waste.

The Grantee will complete the Neighboring County's Event at a date to be determined, but no later than May 31, 2023. Grantee staff will travel to the Neighboring County and assist with the event. The Grantee will also be responsible for: invoicing and collecting payment of twenty-five percent (25%) of collection costs from each Neighboring County in accordance with the **Interlocal Agreement(s)**, handling invoices for collection, processing and disposal, accounting for all participants, developing a spreadsheet that summarizes the total waste and electronics waste collected, and continuing and completing routine HHW Facility Operations at the Alachua County's facility.

TASKS and DELIVERABLES:

Task 1: HHW in Neighboring County

Deliverables: The Grantee, in accordance with the **Interlocal Agreement(s)**, is responsible for planning and conducting a hazardous waste collection event in the Neighboring County/Counties identified in this Agreement. The Grantee will delegate a project manager; help publicize the Event with information and the date; be on-site during the Event, and invoice and collect the required twenty-five percent (25%) of the total cost from the Neighboring County. Additionally, the Grantee shall be required to perform the following activities in each Neighboring County:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2023.
2. Conduct an event that will offer households, farmers, and VSQGs collection and proper management of their hazardous waste including Cathode Ray Tubes in televisions (TVs), 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 farmers and available at a reduced fee for VSQGs.
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, or to Earth911 via their website at www.Earth911.org.
4. Develop and follow an operational site-specific health and safety plan for the Event to ensure that waste is managed in a safe working environment to minimize the risk of injuries, accidents, and spills; and that only waste generated by VSQGs, farmers 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:
 - a. Large Quantity Handler of Universal Waste Notification (UW) has been completed or updated with the Department, including the Federal notification of UW Batteries accumulation or activity (not necessary for demanufacturers/recyclers that handle only TVs).
 - b. Mercury-Containing Device Handler Registration completed pursuant to Chapter 62-737, F.A.C. (not necessary for demanufacturers/recyclers that handle only TVs). Handling of mercury-containing devices is not currently authorized under this Agreement. However, the Department may, at its discretion, authorize the handling of mercury-containing devices at a later date. If the handling of mercury-containing devices becomes authorized under this Agreement the Grantee will be notified, in writing, upon approval by the Department, and the Florida Annual Mercury Handler Registration will be verified.
 - 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 – hold county and State harmless.
 - e. Provide documentation of end markets for equipment (monitors, TVs, central processing units

(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/contract 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. Reuse or recycle collected latex paints to the extent possible.
7. Have one or more Grantee staff on-site during the collection Event.
8. Administer payment to the Grantee’s hazardous waste management company for the transportation and proper disposal of the hazardous waste.
9. Collect from the Neighboring County the remaining twenty-five percent (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(s)**, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

The Neighboring County will cooperate with the Grantee to establish a site and date, and communicate with the Grantee on all information and invoicing regarding the Event. In accordance with the **Interlocal Agreement(s)** the Neighboring County is responsible for:

- a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2023.
- b. Guaranteeing funding for payment of twenty-five percent (25%) of its total collection cost to the Grantee, unless otherwise agreed upon as evidenced in the **Interlocal Agreement(s)**.
- c. Providing funding for any additional costs, which exceeds the Department’s maximum reimbursement for seventy-five percent (75%) of the total collection cost, with such payment due to the Grantee within a specified timeframe.
- d. Establishing a local project manager with the Grantee to publicize the Event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to local media, schools, agricultural agents, local realtor associations, civic service organizations, or 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.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of each collection Event. Payment requests shall be submitted within sixty (60) days following completion of the Event. The outlined Deliverable(s) must have been submitted and accepted in writing by the Department’s Grant Manager prior to payment request submittal.

Documentation: The Grantee shall provide an Event report to the Department that includes the date, time, and location of the 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 requested by the Department. The Event report shall also include details of the work completed, problems encountered and problem resolution for the required Event. The

Grantee shall attach proof of the Event in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping, and/or dated photographs of the Event(s) may also be submitted. The Event report and all supporting documentation shall be submitted no later than sixty (60) days after the event.

Performance Standard: The Department's Grant Manager will review all documentation to verify that they meet the specifications in above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this Task, the Grantee may proceed with payment request submittal.

Budget: The Grantee may submit a **Payment Request Summary Form, Exhibit C**, to the Department for reimbursement of up to seventy-five percent (75%) of each Neighboring County's collection costs not to exceed the totals identified in the Budget Detail by Task/Neighboring County Table. Allowable costs include salaries/wages, Grantee staff travel to the Neighboring County's Event(s), contractual services for the hazardous waste management company, and miscellaneous/other expenses (fuel, newspaper advertisement(s), postage, copies, packaging materials, transport materials, etc.).

The **Payment Request Summary Form** must be accompanied by additional supporting documentation from the Grantee's accounting system. The Grantee will provide a listing of expenditures per deliverable, charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name.

Additional Narrative: A separate **Payment Request Summary Form**, along with all deliverables, must be submitted for each Neighboring County identified in this Agreement.

Task 2: Host County Activities

Deliverable: As the Host County, the Grantee may utilize up to \$10,000 per Neighboring County for its hazardous waste center activities and/or upgrades. Eligible Host County activities are limited to:

- Quarterly HHW collection events to be held within the Grantee's county;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from the Grantee's own program, including advertising collection events information;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of HHW; and,
- Funding to share in each Neighboring County's collection commitment.

Eligibility for reimbursement shall be limited to those activities performed on or after July 1, 2022 through June 15, 2023. Program-specific restriction: The Grantee cannot use any of the Host County activities allocation budgeted under this Task for reimbursement of its seventy-five (75%) share, as the Host County, for conducting Events in Neighboring Counties, as described under Task #1.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Deliverable(s) must have been submitted, no later than twenty (20) calendar days following the end of the quarter and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Documentation: The Grantee shall provide documentation of each hazardous waste center activity in the form of a list and description of grant expenditures and copies of paid invoices. **Exhibit B, Property Reporting Form**, must be submitted with dated digital photographs of equipment purchased. Dated digital photographs of supplies may also be submitted. A Final Report will be due no later than June 30, 2023 and should include a summary and description of the household hazardous waste collection events, activities and final results completed under this Agreement. In an effort to conserve and recycle natural resources, the Grantee shall submit the Final Report and **Payment Request Summary Form(s)** generated under this Agreement electronically or on recycled paper (as required by Section 403.7065, F.S.), double-sided copies preferred.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that they meet the specifications in above. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this Task, the Grantee may proceed with payment request submittal.

Budget: Total allowable costs for this Task are not to exceed \$90,000.00 for the collection, processing and disposal of HHW for the Grantee’s Host County activities.

Additional Narrative: The Department reserves the right to propose that the Grantee utilize expenditure categories other than those identified in this Grant Work Plan. Such proposals must be conducted and completed in accordance with paragraph 3.D of this Agreement, prior to the Grantee using expenditure categories not already identified in this Grant Work Plan.

PROJECT TIMELINE: The Tasks must be completed by the end of each Task timeline and all deliverables must be received by the designated due date.

Task No.	Task Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	HHW Collection in Neighboring County	7/1/2022	5/31/2023	Within sixty (60) days following completion of each event.
2	Host County Activities	7/1/2022	6/15/2023	Quarterly, within twenty (20) days of the end of each quarter and prior to each payment request. The Final Report will be due no later than 6/30/23.

BUDGET DETAIL BY TASK/NEIGHBORING COUNTY:

Task No.	Neighboring County	Budget Category	Budget Amount
1	Baker County	Salaries/Wages	\$939.12
		Contractual Services (Subcontractors)	\$4,060.88
	Total for Neighboring County		\$5,000.00
	Bradford County	Salaries/Wages	\$1054.76
		Contractual Services (Subcontractors)	\$6,445.24
	Total for Neighboring County		\$7,500.00
	Columbia County	Salaries/Wages	\$1,109.36
		Contractual Services (Subcontractors)	\$13,890.64
	Total for Neighboring County		\$15,000.00
	Dixie County	Salaries/Wages	\$897.42
		Contractual Services (Subcontractors)	\$7,102.58
	Total for Neighboring County		\$8,000.00
	Gilchrist County	Salaries/Wages	\$911.07
		Contractual Services (Subcontractors)	\$9,088.93
	Total for Neighboring County		\$10,000.00

	Lafayette County	Salaries/Wages	\$827.65
		Contractual Services (Subcontractors)	\$2,672.35
	Total for Neighboring County		\$3,500.00
	Nassau County	Salaries/Wages	\$1,966.21
		Contractual Services (Subcontractors)	\$20,033.79
	Total for Neighboring County		\$22,000.00
	Putnam	Salaries/Wages	\$1,210.21
		Contractual Services (Subcontractors)	\$14,789.79
	Total for Neighboring County		\$16,000.00
	Union County	Salaries/Wages	\$903.10
		Contractual Services (Subcontractors)	\$3,096.90
	Total for Neighboring County		\$4,000.00
Total for Task:		\$91,000.00	
2	Budget Category		Amount
	Contractual Services (Subcontractors)		\$68,470.00
	Capital Equipment (Biodiesel Processor)		\$21,530.00
	Total for Task:		\$90,000.00

SALARIES/WAGES BY TASK: Cost reimbursable hourly and fringe rate(s) by position may not exceed those indicated below.

Task No.	Neighboring County	Position Classification	Rate/Hour	Fringe Rate (%)
1	Baker, Bradford, Dixie, Gilchrist, Union, and Lafayette Counties	Hazardous Waste Coordinator	\$30.88	24.92%
		Senior Environmental Specialist	\$26.19	24.92%
		Environmental Specialist	\$20.23	24.92%
		Hazardous Waste Attendant	\$15.75	24.92%
	Columbia, Nassau and Putnam County	Hazardous Waste Coordinator	\$30.88	24.92%
		Sr. Environmental Specialist	\$26.19	24.92%
		Environmental Specialist	\$20.23	24.92%
		Hazardous Waste Attendant	\$15.75	24.92%
		Environmental Specialist	\$20.23	24.92%

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$181,000.00
Salaries/Wages	\$9,818.90
Contractual Services (Subcontractor)	\$149,651.10
Equipment (Biodiesel Processor)	\$21,530.00
Total:	\$181,000.00