

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____

(Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

| 5. Total Amount of Funding: | Funding Source? | Award #s or Line-Item Appropriations: | Amount per Source(s): |
|-----------------------------|---|---------------------------------------|-----------------------|
| | <input type="checkbox"/> State <input type="checkbox"/> Federal | | \$ _____ |
| | <input type="checkbox"/> State <input type="checkbox"/> Federal | | \$ _____ |
| | <input type="checkbox"/> State <input type="checkbox"/> Federal | | \$ _____ |
| | <input type="checkbox"/> Grantee Match | | \$ _____ |

Total Amount of Funding + Grantee Match, if any: \$ _____

| | |
|-------------------------------|-------------------------|
| 6. Department's Grant Manager | Grantee's Grant Manager |
| Name: _____ | Name: _____ |
| _____ or successor | _____ or successor |
| Address: _____ | Address: _____ |
| _____ | _____ |
| _____ | _____ |
| Phone: _____ | Phone: _____ |
| Email: _____ | Email: _____ |

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

| |
|--|
| <input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| <input type="checkbox"/> Attachment 2: Special Terms and Conditions |
| <input type="checkbox"/> Attachment 3: Grant Work Plan |
| <input type="checkbox"/> Attachment 4: Public Records Requirements |
| <input type="checkbox"/> Attachment 5: Special Audit Requirements |
| <input type="checkbox"/> Attachment 6: Program-Specific Requirements |
| <input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S. |
| <input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal) |
| <input type="checkbox"/> Additional Attachments (if necessary): _____ |
| <input type="checkbox"/> Exhibit A: Progress Report Form |
| <input type="checkbox"/> Exhibit B: Property Reporting Form |
| <input type="checkbox"/> Exhibit C: Payment Request Summary Form |
| <input type="checkbox"/> Exhibit D: Quality Assurance Requirements |
| <input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo |
| <input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State) |

| | |
|---|---|
| <input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State) | |
| <input type="checkbox"/> Additional Exhibits (if necessary): | |
| 8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): | |
| Federal Award Identification Number(s) (FAIN): | |
| Unique Entity Identifier (UEI): | |
| Federal Award Date to Department: | |
| Federal Award Project Description: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | <input type="checkbox"/> Yes <input type="checkbox"/> N/A |

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

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negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

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15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: 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, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) 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 (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, 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>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** 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, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by 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 Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department 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. 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.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. HW501**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Alachua Household Hazardous Waste Co-op Collection Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| <u>Reimbursement</u> | <u>Match</u> | <u>Category</u> |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | a. Fringe Benefits, N/A. |
| <input type="checkbox"/> | <input type="checkbox"/> | b. Indirect Costs, N/A. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractual (Subcontractors) |
| <input type="checkbox"/> | <input type="checkbox"/> | Travel, in accordance with Section 112, F.S. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Equipment |
| <input type="checkbox"/> | <input type="checkbox"/> | Rental/Lease of Equipment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Miscellaneous/Other Expenses |
| <input type="checkbox"/> | <input type="checkbox"/> | Land Acquisition |

5. Equipment Purchase.

The purchase of non-expendable personal property or equipment costing \$5,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. The following terms shall apply:

- a. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

- b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
- d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

| | |
|-------------------|--|
| \$200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| \$200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Alachua County 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.1786, Solid Waste Management Trust Fund, Fiscal Year (FY) 2024 - 2025, 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 \$191,000.00 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 TSDF. 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, Big Iron Recycling, US Ecology, Universal 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, 2025. 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

Task Description: 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, 2025.
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, 2025.
- 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.

Deliverables: 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.

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(s). The outlined Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

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, 2024 through June 30, 2025. 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.

Deliverables: 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 July 20, 2024 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 | 7/1/2024 | 5/31/2025 | Within sixty (60) days following completion of each event. |
| 2 | Host County Activities | 7/1/2024 | 6/30/2025 | 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 7/20/25. |

BUDGET DETAIL BY TASK/NEIGHBORING COUNTY:

| Task No. | Neighboring County | Budget Category | Budget Amount |
|---------------------------------------|-------------------------------------|---------------------------------------|--------------------|
| 1 | Baker County | Salaries/Wages | \$981.23 |
| | | Contractual Services (Subcontractors) | \$5,018.77 |
| | Total for Neighboring County | | \$6,000.00 |
| | Bradford County | Salaries/Wages | \$1,021.02 |
| | | Contractual Services (Subcontractors) | \$6,478.98 |
| | Total for Neighboring County | | \$7,500.00 |
| | Columbia County | Salaries/Wages | \$1,223.67 |
| | | Contractual Services (Subcontractors) | \$17,776.33 |
| | Total for Neighboring County | | \$19,000.00 |
| | Dixie County | Salaries/Wages | \$955.74 |
| Contractual Services (Subcontractors) | | \$8,044.26 | |
| Total for Neighboring County | | \$9,000.00 | |

| | | | |
|-------------------------------------|---------------------------------------|---------------------------------------|--------------------|
| | Gilchrist County | Salaries/Wages | \$946.16 |
| | | Contractual Services (Subcontractors) | \$14,053.84 |
| | Total for Neighboring County | | \$15,000.00 |
| | Lafayette County | Salaries/Wages | \$772.48 |
| | | Contractual Services (Subcontractors) | \$3,727.52 |
| | Total for Neighboring County | | \$4,500.00 |
| | Nassau County | Salaries/Wages | \$2,199.80 |
| | | Contractual Services (Subcontractors) | \$19,800.20 |
| | Total for Neighboring County | | \$22,000.00 |
| | Putnam | Salaries/Wages | \$1,341.37 |
| | | Contractual Services (Subcontractors) | \$11,658.63 |
| | Total for Neighboring County | | \$13,000.00 |
| | Union County | Salaries/Wages | \$932.73 |
| | | Contractual Services (Subcontractors) | \$4,067.27 |
| Total for Neighboring County | | \$5,000.00 | |
| Total for Task: | | \$101,000.00 | |
| 2 | Budget Category | | Amount |
| | Contractual Services (Subcontractors) | | \$56,666.67 |
| | Equipment | | \$13,333.33 |
| | Miscellaneous / Other Expenses | | \$20,000.00 |
| | 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 | All Neighboring Counties | Hazardous Waste Coordinator | \$35.97 | 24.92% |
| | | Senior Environmental Specialist | \$31.20 | 24.92% |
| | | Environmental Specialist | \$24.35 | 24.92% |
| | | Hazardous Waste Attendant | \$18.03 | 24.92% |
| | | Environmental Specialist | \$22.68 | 24.92% |
| | | Environmental Specialist | \$22.68 | 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, \$191,000.00 |
|--------------------------------------|--|
| Salaries/Wages | \$10,374.20 |
| Contractual Services (Subcontractor) | \$147,292.47 |
| Equipment (Box Truck) | \$13,333.33 |
| Miscellaneous / Other Expenses | \$20,000.00 |
| Total: | \$191,000.00 |

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

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 agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. 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 in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), 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 \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), 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 \$750,000 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.myflorida.com/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 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5

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By Mail:

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/facweb/>

2. 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 one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (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 **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: | | | | | |
|--|----------------|-------------|------------|----------------|------------------------------|
| Federal Program A | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | \$ | |
| | | | | | |
| | | | | | |
| Federal Program B | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | \$ | |
| | | | | | |
| | | | | | |

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

| | | |
|--------------------------|--|--|
| Federal Program A | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| Federal Program B | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|---|----------------|------|------------|----------------|------------------------------|
| Federal Program A | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| Federal Program B | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|---|-----------------------|--------------------------------|-------------|--|----------------|------------------------------|
| State Program A | State Awarding Agency | State Fiscal Year ¹ | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | DEP | 2024-25 | 37.007 | Household Hazardous Waste Co-op Grants | \$191,000.00 | 050840 |
| State Program B | State Awarding Agency | State Fiscal Year ² | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |

| | | |
|-------------|--------------|--|
| Total Award | \$191,000.00 | |
|-------------|--------------|--|

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION CENTER GRANT
PROGRAM**

ATTACHMENT 6

1. Definitions:
 - a. "Host County" is a unit of local government to provide financial assistance for the hazardous waste cooperative collection center with the Neighboring Counties. The terms "Grantee," "Recipient," and "Host County" are used interchangeably in this Agreement.
 - b. "Neighboring Counties" are the counties set forth in the interlocal agreements, attached as Composite Attachment 9.
2. Interlocal Agreements, attached as Composite Attachment 9, are incorporated into this Agreement. Any terms and conditions in the Grant Work Plan that vary from the Interlocal Agreements are superseded by the Interlocal Agreements.
3. The following modifies paragraph 2.a. Attachment 1, Standard Terms and Conditions:

Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:

 - i. Attachment 9
 - ii. Attachments other than Attachment 1 and 9, in numerical order as designated in the Standard Grant Agreement
 - iii. Standard Grant Agreement
 - iv. Attachment 1, Standard Terms and Conditions
 - v. The Exhibits in the order designated in the Standard Grant Agreement
4. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any Agreement activity that may fall under applicable federal, state or local laws.
5. The following modifies paragraph 4. Attachment 2, Special Terms and Conditions:

The maximum amount of cost reimbursement shall be:

 - a. Up to seventy-five percent (75%) of each Neighboring County's collection cost. This amount must not exceed the lesser of the amounts established per Neighboring County in Attachment 2 up to a maximum \$25,000 per Neighboring County.

Attachment 9

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND BAKER COUNTY FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this 16th day of NOVEMBER, 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Baker County, hereinafter referred to as "Neighboring County." New River Solid Waste Association, a public agency organized under the laws of the State of Florida, hereinafter referred to as "Agency", will act on behalf of the Neighboring County.

WITNESSETH:

WHEREAS, the Host County and the Agency are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the Agency will provide certain services for the benefit of Baker County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Agency have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Baker County's hazardous waste stream; and,

WHEREAS, the Host County and the Agency have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both the County and the Agency, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Agency agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Agency or terminated

earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Agency agree to the following:

A) That the grant request is made jointly on behalf of the two parties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Agency's hazardous waste collection and all associated business in Baker County in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Agency's hazardous waste collection event in Baker County will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Agency to establish a site in Baker County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of Baker County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Agency in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Agency's collection event in Baker County.

(5) Provide the Agency with copies of all paperwork from its

Contractor associated with the Agency's collection event in Baker County, including the Contractor's final invoice for services and hazardous waste shipping manifest forms. The neighboring county and agency shall assist the host county in overseeing the paperwork associated with the collection costs, including but not limited to fixed costs, ie: advertising and tent rental fees.

(6) Invoice and collect from the Agency the difference between the cost of the hazardous waste collection event in Baker County and the amount paid by FDEP.

(7) Pay the Contractor for the Agency's hazardous waste collection event in Baker County and pay all upfront costs associated with the Agency's hazardous waste collection in Baker County.

B) Of the Agency:

The Agency shall perform the following tasks and ensure their completion:

(1) Establish the location(s) for a mobile hazardous waste collection event(s) in Baker County that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held in Baker County no later than June 30th of each calendar year.

(3) Remit payment to the Host County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

**Darrell O'Neal, Executive Director
New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083**

Payment shall be sent to:

**Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department**

201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Agency will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Baker County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

C) Of the Neighboring County:

The Neighboring County shall perform the following tasks and ensure their completion:

(1) Assist the Host County and the Agency in establishing location(s) for a mobile hazardous waste collection event(s) in Baker County.

(2) Cooperate with the Host County in providing staffing, logistical support and assist with the distribution of advertising and publicity for the hazardous waste collection event(s).

(3) Work with the Host County and the Agency to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the

Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Agency. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County: Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to: J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN; Contracts

Neighboring County:

Chair
Baker County Board of County Commissioners
55 N. 3rd Street
MacClenny, FL 32063

Agency:

New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

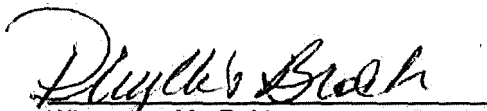
Section 10. Recording. The Host County and Neighboring County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. Agency, upon execution, will record a copy of this Agreement in the public records of Baker County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: 

Randall H. Reid
County Manager


Witness to Mr. Reid

APPROVED AS TO FORM


Alachua County Attorney's Office

Attest by:

Attest by:

BAKER COUNTY, FLORIDA

By: Joseph L. Cone
Joe Cone
County Manager

NEW RIVER SOLID WASTE ASSOCIATION

By: Darrell O'Neal
Darrell O'Neal, Executive Director
New River Solid Waste Association

Attest by Corporate Officer

Julie B. Combs

Name

NRSWA SECRETARY/TREASURER

Title

JULIE B. COMBS

Print Name

**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) Asslst 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**

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 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.

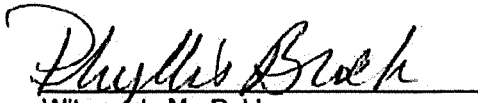
IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By:



Randall H. Reid
County Manager



Phyllis Brock
Witness to Mr. Reid

APPROVED AS TO FORM



Alachua County Attorney's Office

Attest by:

Attest by:

Maureen K. Steppel, Deputy Clerk

BRADFORD COUNTY, FLORIDA

By:

Brad Carter

Brad Carter
County Manager

NEW RIVER SOLID WASTE ASSOCIATION

By:

Darrell O'Neal

Darrell O'Neal, Executive Director
New River Solid Waste Association

Attest by Corporate Officer

Julie B. Combs

Name

NRSWA SECRETARY/TREASURER

Title

JULIE B. COMBS

Print Name

COUNTY MANAGER ITEM SUMMARY

| | | |
|--|---|--|
| ITEM DESCRIPTION: Interlocal Agreements for Establishing a Hazardous Waste Cooperative Collection Center Arrangement Grant with Columbia County | | |
| DEPARTMENT: Environmental Protection | RETURN TO: Diane Smith | CONTACT: Kurt Seaburg #6867 PHONE #: 334-0440 |
| DOCUMENT(S) REQUIRING ACTION: | 1. Interlocal Agreement between Alachua County and Columbia County for the request and use of the Cooperative Collection Center Arrangement Grant | AMOUNT: \$23,750 (Annual Revenue) |

EXECUTIVE SUMMARY: This item requests approval of Interlocal Agreement to establish Hazardous Waste Cooperative Collection Center Arrangement Grant with Columbia County.

BACKGROUND: Over the past 15 years, the Alachua County Environmental Protection Department (ACEPD) has received grant funding from the Florida Department of Environmental Protection (FDEP) to act as a Host County for annual "Cooperative Household Hazardous Waste Collection Events" in several neighboring counties. FDEP requires that Interlocal Agreement be executed with each county before an FDEP contract for ACEPD reimbursement will be initiated. The Interlocal Agreement requires Columbia County to reimburse Alachua County for all expenses incurred that are not paid by FDEP. Estimated reimbursement from FDEP is \$21,000. 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 Columbia County. Total estimated FY09 revenue from FDEP and Columbia County \$23,750 (\$21,000 from FDEP, \$2,750 from Columbia County).

In addition to the reimbursement revenue received by ACEPD for labor and disposal costs incurred, ACEPD will receive through a separate agreement with FDEP an additional \$10,000 as a management fee for agreeing to serve as the host County for the cooperative collection event.

After the attached Interlocal Agreement for Columbia County is approved, ACEPD will begin negotiation of a contract with FDEP for reimbursement of FDEP's share of the Collection Event costs (\$21,000).

ISSUES: None.

ACTION

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Columbia County

BUDGETARY IMPACT

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Columbia County

Funding Sources: Columbia County BOCC, FDEP

Associated Costs: None

Account Code: 236-5550

ATTACHMENTS: 1. Interlocal Agreement between Alachua County and Columbia County

SUGGESTED REFERENCE MATERIAL: None

| | | | | | |
|---|------------------------------------|-----------------------------------|---------------------------|-------------------------------------|-------------------------------|
| DEPARTMENT DIRECTOR <i>CB</i> | CONTRACTS <i>9/15/08</i> | OMB <i>P.G. 7/15/08</i> | LEGAL <i>Re</i> | COUNTY MANAGER <i>KMS</i> | DATE <i>7/24/08</i> |
|---|------------------------------------|-----------------------------------|---------------------------|-------------------------------------|-------------------------------|

**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

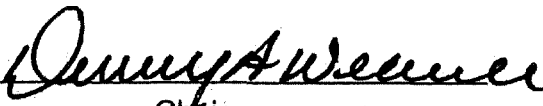
and: Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County: Chair
Board of County Commissioners, Columbia County
1347 NW Oosterhoudt Lane
Lake City, FL 32055

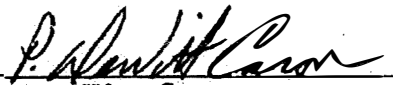
Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

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

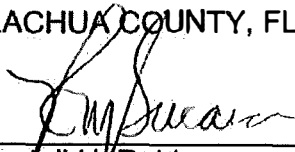
BY: 
Chair - Dewey A. Weaver
Board of County Commissioners
BCC Approved: 8/7/08

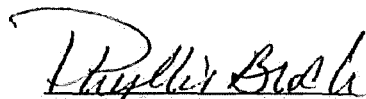
ATTEST:


P. DeWitt Cason
Clerk

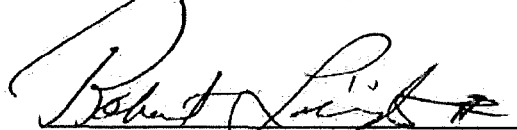
(SEAL)

ALACHUA COUNTY, FLORIDA

BY: 
Randall H. Reid
Alachua County Manager


Witness to Mr. Reid

APPROVED AS TO FORM:


Alachua County Attorney's Office

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Interlocal Agreements for Establishing a Hazardous Waste Cooperative Collection Center Arrangement Grant with Dixie County

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| DEPARTMENT: Environmental Protection | RETURN TO: Diane Smith | CONTACT: Kurt Seaburg #6870 PHONE #: 334-0440 |
|--|----------------------------------|--|

| | | |
|--------------------------------------|--|--|
| DOCUMENT(S) REQUIRING ACTION: | 1. Interlocal Agreement between Alachua County and Dixie County for the request and use of the Cooperative Collection Center Arrangement Grant | AMOUNT: \$17,500 (Annual Revenue) |
|--------------------------------------|--|--|

EXECUTIVE SUMMARY: This item requests approval of Interlocal Agreement to establish Hazardous Waste Cooperative Collection Center Arrangement Grant with Dixie County.

BACKGROUND: Over the past 15 years, the Alachua County Environmental Protection Department (ACEPD) has received grant funding from the Florida Department of Environmental Protection (FDEP) to act as a Host County for annual "Cooperative Household Hazardous Waste Collection Events" in several neighboring counties. FDEP requires that an Interlocal Agreement be executed with each county before an FDEP contract for ACEPD reimbursement will be initiated. The Interlocal Agreement requires Dixie County to reimburse Alachua County for all expenses incurred that are not paid by FDEP. Estimated reimbursement from FDEP is \$16,000. 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 Dixie County. Total estimated FY09 revenue from FDEP and Dixie County \$17,500 (\$16,000 from FDEP, \$1,500 from Dixie County).

In addition to the reimbursement revenue received by ACEPD for labor and disposal costs incurred, ACEPD will receive through a separate agreement with FDEP an additional \$10,000 as a management fee for agreeing to serve as the host County for the cooperative collection event.

After the attached Interlocal Agreement for Dixie County is approved, ACEPD will begin negotiation of a contract with FDEP for reimbursement of FDEP's share of the Collection Event costs (\$16,000).

ISSUES: None.

ACTION

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Dixie County

BUDGETARY IMPACT

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Dixie County

Funding Sources: Dixie County BOCC, FDEP

Associated Costs: None

Account Code: 236-5530

ATTACHMENTS: 1. Interlocal Agreement between Alachua County and Dixie County

SUGGESTED REFERENCE MATERIAL: None

| | | | | | |
|---|---------------------------------------|---------------------------------|---------------------------|-------------------------------------|-------------------------------|
| DEPARTMENT DIRECTOR <i>CB</i> | CONTRACTS <i>J. 9/21/08</i> | OMB <i>PG 9/11/08</i> | LEGAL <i>RE</i> | COUNTY MANAGER <i>KMS</i> | DATE <i>9/21/08</i> |
|---|---------------------------------------|---------------------------------|---------------------------|-------------------------------------|-------------------------------|

**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

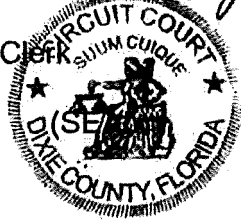
Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

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: *My J. Buddy Lamb*
My J. Buddy Lamb, Chair
Board of County Commissioners

ATTEST:

Mona D. Johnson


ALACHUA COUNTY, FLORIDA

BY: *Randal H. Reid*
for Randal H. Reid
Alachua County Manager

Russell Brak
Witness to Mr. Reid

APPROVED AS TO FORM:

Robert A. Lytle
Alachua County Attorney's Office

Clerk of the Circuit and County Court

Dana D. Johnson
Dixie County Courthouse
214 Northeast Highway 351, Suite M
Post Office Box 1206, Cross City, Florida 32628-1206

RECEIVED
ALACHUA
COUNTY

AUG 21 2008

ENVIRONMENTAL
PROTECTION
DEPARTMENT

August 18, 2008

Sandra Cunningham
Alachua County Environmental Protection Department
201 Southeast 2nd Avenue Suite 201
Gainesville, Florida 32601

Dear Ms. Cunningham:

Attached please find two (2) originals of the Household Hazardous Waste Cooperative Collection Interlocal Agreement. The agreement has been signed by our County Commission Chairman of the Board, Hoyt J. "Buddy" Lamb. Upon execution please return one original to our office. Should you need anything more, please let me know.

Sincerely,

DANA D. JOHNSON
CLERK OF COURT



Dana D. Johnson, Clerk

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Interlocal Agreements for Establishing a Hazardous Waste Cooperative Collection Center Arrangement Grant with Gilchrist County

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| DEPARTMENT: Environmental Protection | RETURN TO: Diane Smith | CONTACT: Kurt Seaburg #6869 PHONE #: 334-0440 |
|--|----------------------------------|--|

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| DOCUMENT(S) REQUIRING ACTION: | 1. Interlocal Agreement between Alachua County and Gilchrist County for the request and use of the Cooperative Collection Center Arrangement Grant | AMOUNT: \$22,500 (Annual Revenue) |
|--------------------------------------|--|--|

EXECUTIVE SUMMARY: This item requests approval of Interlocal Agreement to establish Hazardous Waste Cooperative Collection Center Arrangement Grant with Gilchrist County.

BACKGROUND: Over the past 15 years, the Alachua County Environmental Protection Department (ACEPD) has received grant funding from the Florida Department of Environmental Protection (FDEP) to act as a Host County for annual "Cooperative Household Hazardous Waste Collection Events" in several neighboring counties. FDEP requires that an Interlocal Agreement be executed with each county before an FDEP contract for ACEPD reimbursement will be initiated. The Interlocal Agreement requires Gilchrist County to reimburse Alachua County for all expenses incurred that are not paid by FDEP. Estimated reimbursement from FDEP is \$20,000. 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 Gilchrist County. Total estimated FY09 revenue from FDEP and Gilchrist County \$22,500 (\$20,000 from FDEP, \$2,500 from Gilchrist County).

In addition to the reimbursement revenue received by ACEPD for labor and disposal costs incurred, ACEPD will receive through a separate agreement with FDEP an additional \$10,000 as a management fee for agreeing to serve as the host County for the cooperative collection event.

After the attached Interlocal Agreement for Gilchrist County is approved, ACEPD will begin negotiation of a contract with FDEP for reimbursement of FDEP's share of the Collection Event costs (\$20,000).

ISSUES: None.

ACTION

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Gilchrist County

BUDGETARY IMPACT

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Gilchrist County

Funding Sources: Gilchrist County BOCC, FDEP

Associated Costs: None

Account Code: 236-5520

ATTACHMENTS: 1. Interlocal Agreement between Alachua County and Gilchrist County

SUGGESTED REFERENCE MATERIAL: None

| | | | | | |
|---|---------------------------------------|----------------------------------|---------------------------|-------------------------------------|-------------------------------|
| DEPARTMENT DIRECTOR <i>CB</i> | CONTRACTS <i>WJ 9/15/08</i> | OMB <i>Per 9/15/08</i> | LEGAL <i>Re</i> | COUNTY MANAGER <i>KMS</i> | DATE <i>9/24/08</i> |
|---|---------------------------------------|----------------------------------|---------------------------|-------------------------------------|-------------------------------|

**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
ALACHUA AND GILCHRIST FOR THE REQUEST AND USE OF
THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT**

This Interlocal Agreement ("Agreement") made and entered into this 24th day of SEPTEMBER, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Gilchrist County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host or Neighboring County or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Lorraine Lightner, Office Manager
Gilchrist County Solid Waste Department
PO Box 369
Bell, FL 32619

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County: Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to: J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting


and: Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County: Chair
Gilchrist County Board of County Commissioners
209 SE 1st Street
Trenton, FL 32693

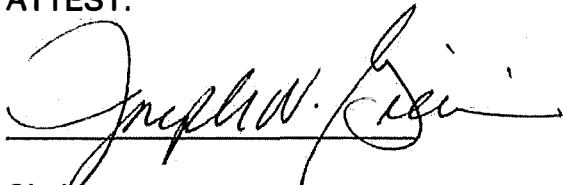
Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

GILCHRIST COUNTY, FLORIDA

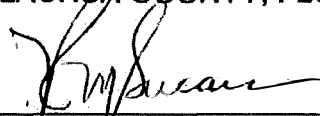
BY: 
Tommy Langford, Chair
Board of County Commissioners

ATTEST:


Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA

BY: 
Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:


Alachua County Attorney's Office

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Interlocal Agreements for Establishing a Hazardous Waste Cooperative Collection Center Arrangement Grant with Lafayette County

| | | |
|--|----------------------------------|---|
| DEPARTMENT: Environmental Protection | RETURN TO: Diane Smith | CONTACT: Kurt Seaburg #6868 PHONE #: 334-0440 |
|--|----------------------------------|---|

| | | |
|--------------------------------------|--|--|
| DOCUMENT(S) REQUIRING ACTION: | 1. Interlocal Agreement between Alachua County and Lafayette County for the request and use of the Cooperative Collection Center Arrangement Grant | AMOUNT: \$14,375 (Annual Revenue) |
|--------------------------------------|--|--|

EXECUTIVE SUMMARY: This item requests approval of Interlocal Agreement to establish Hazardous Waste Cooperative Collection Center Arrangement Grant with Lafayette County.

BACKGROUND: Over the past 15 years, the Alachua County Environmental Protection Department (ACEPD) has received grant funding from the Florida Department of Environmental Protection (FDEP) to act as a Host County for annual "Cooperative Household Hazardous Waste Collection Events" in several neighboring counties. FDEP requires that an Interlocal Agreement be executed with each county before an FDEP contract for ACEPD reimbursement will be initiated. The Interlocal Agreement requires Lafayette County to reimburse Alachua County for all expenses incurred that are not paid by FDEP. Estimated reimbursement from FDEP is \$13,500. 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 Lafayette County. Total estimated FY09 revenue from FDEP and Lafayette County \$14,375 (\$13,500 from FDEP, \$875 from Lafayette County).

In addition to the reimbursement revenue received by ACEPD for labor and disposal costs incurred. ACEPD will receive through a separate agreement with FDEP an additional \$10,000 as a management fee for agreeing to serve as the host County for the cooperative collection event.

After the attached Interlocal Agreement for Lafayette County is approved. ACEPD will begin negotiation of a contract with FDEP for reimbursement of FDEP's share of the Collection Event costs (\$13,500).

ISSUES: None.

ACTION

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Lafayette County

BUDGETARY IMPACT

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Lafayette County

Funding Sources: Lafayette County BOCC, FDEP

Associated Costs: None

Account Code: 236-5510

ATTACHMENTS: 1. Interlocal Agreement between Alachua County and Lafayette County

SUGGESTED REFERENCE MATERIAL: None

| | | | | | |
|---|------------------------------------|-------------------------------|---------------------------|--|-------------------------------|
| DEPARTMENT DIRECTOR <i>CB</i> | CONTRACTS <i>9/15/08</i> | OMB <i>10/15/08</i> | LEGAL <i>RA</i> | COUNTY MANAGER <i>Kurt Seaburg</i> | DATE <i>9/24/08</i> |
|---|------------------------------------|-------------------------------|---------------------------|--|-------------------------------|

**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

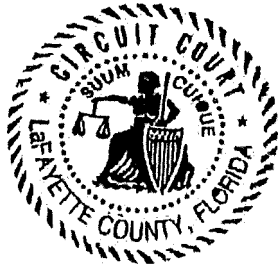
and: Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

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

Jack Byrd, Chair
Board of County Commissioners

ATTEST:

[Signature]

Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA

BY: _____

[Signature]

Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:

[Signature]

Alachua County Attorney's Office

**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
ALACHUA AND NASSAU FOR THE REQUEST AND USE OF
THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT**

This Interlocal Agreement ("Agreement") made and entered into this 20th day of January, 2015, by and between Alachua County, hereinafter referred to as "Host County", and Nassau 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:

**J. Scott Herring, Nassau County Solid Waste Director
Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, Florida 32035-1010**

Payment shall be sent to:

**Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
408 W University Avenue, Suite 106
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. 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 either party of its sovereign immunity or the provisions of SS768.28, 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
12 SE 1st Avenue, 2nd Floor
Gainesville, FL 32602-2877

with a copy to: J.K. Irby
Clerk of the Circuit Court
12 SE 1st Avenue, 4th Floor
Gainesville, FL 32601
ATTN: Finance and Accounting

and: Office of Management and Budget
Purchasing Division
12 SE 1st Avenue, 3rd Floor
Gainesville, FL 32601
ATTN: Contracts

Neighboring County: Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, FL 32035-1010

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.

**#11940 INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND PUTNAM COUNTY FOR THE REQUEST AND
USE OF
THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT**

THIS INTERLOCAL AGREEMENT is made and entered this 24th day of August 2021 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 "Host County and **PUTNAM COUNTY**, hereinafter referred to as the "Neighboring County" Hereafter, the Host and Neighboring County are collectively referred to as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; and

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of Hazardous Waste into municipal sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer Hazardous Waste collections to provide opportunities to citizens for proper Hazardous Waste management and disposal; and,

WHEREAS, the Parties have determined that a joint and cooperative effort is a viable approach to the proper, safe, and cost effective management of the Neighboring County's Hazardous Waste stream; and

WHEREAS, the Parties have developed a joint grant request of the Florida Department of Environmental Protection (FDEP) for an FY22 Cooperative Collection Center Arrangement Grant (the "Grant") endorsed by both Parties Boards of County Commissioner, and have approved the request by this Interlocal Agreement,

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Interlocal Agreement, and the mutual agreements and covenants herein contained, the Parties agree as follows:

1. **Term** – After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing as provided in Section 17, below, and continue until the FDEP discontinues the appropriation of funding, by consent of the Parties, when all obligations and responsibilities of the Parties are completed, or as terminated as provided herein.
2. **Mutual Covenants** The Parties agree to the following:
 - 2.1. The FY 22 Grant when submitted to the FDEP by the Host County, is made jointly on behalf of the Parties
 - 2.2. The purpose of the Grant is to pursue the intent and Purpose of the FDEP Cooperative Collection Center Grant.
 - 2.3. A Hazardous Waste Collection Event (HWCE) consists of an organized and advertised event for residents of the Neighboring County to bring to a central location, hazardous material for proper and safe collection and disposal
 - 2.4. To conduct the Neighboring County's HWCE and all associated business in accordance with all applicable laws, regulations, rules as set forth in the FDEP Grant.
 - 2.5. That the Neighboring County's HWCE will occur after the Host County's execution of a Grant Agreement with FDEP for funding and will occur no later than June 30 of each calendar year during the term of this Agreement.
 - 2.6. The powers and purposes enumerated in this Interlocal Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Parties.
3. **Responsibilities:**
 - 3.1. Host County:
 - 3.1.1. 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
 - 3.1.2. 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 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.
 - 3.1.3. Assist the Neighboring County in publicizing and advertising their HWCE

3.1.4. Assign the project manager to be on site during the Event.

3.1.5. Provide the Neighboring County with copies of all paperwork from its Contractor associated with the HWCE, including the Contractor's final Invoice for services and hazardous waste shipping manifest forms.

3.1.6. Invoice and collect from the Neighboring County the difference between the cost of the HWCE and the amount paid by FDEP.

3.1.7. Pay the Contractor for the Neighboring County's HWCE and pay all upfront costs associated with the Neighboring County's Hazardous Waste collection.

3.2. Neighboring County:

3.2.1. Establish the location(s) for its HWCE(s) that is (are) acceptable to the Host County and the Contractor.

3.2.2. Work with the Host County to choose a mutually convenient date for the Event, no later than June 30th of each calendar year.

3.2.3. Remit payment to the Host County of the difference between the cost of the HWCE 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 VIIC-Florida Prompt Payment Act'), Florida Statutes.

Invoices shall be sent to:

Lynn Wasdin, Putnam County Sanitation Administrator
Putnam County Board of County Commissioners
P.O. Box 2499
Palatka, Florida 32178-2499

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
408 W University Avenue, Suite 106
Gainesville, FL 32801

3.2.4. 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 HWCE(s). This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations

3.2.5. Send a representative to the HWCE(s) and assist the Host County in managing and

signing required Department of Transportation paperwork at the close of the Event(s).

3.2.6. Provide the Contractor with the names and addresses of regulated small quantity generators, producing less than 100 KG of Hazardous Waste in Neighboring County.

3.2.7. Work with the Host County to advertise, promote, and organize as needed, off cycle 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.

4. **Notice** – Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received: (i) three (3) business days after it is deposited in a United States Postal Service mailbox or (ii) immediately upon personally delivered with signed proof of delivery. For purposes of all notices, the representatives of the County and City are:

Host County: County Manager
12 SE 1st Street
Gainesville, FL 32601

Neighboring County: Putnam County Board of County Commissioners
P.O. Box 758
Palatka, FL 32178-0758

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

J.K. "Jess" Irby, Esq., Clerk
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting
dmw@alachuaclerk.org

And to

Procurement Division
12 SE 1st Street
Gainesville, FL 32601
Attn: Contracts
Procurement@alachuacounty.us

6. **Default and Termination.** The failure of either party to comply with any provision of this Interlocal Agreement will place that party in default. The party claiming default will notify other party in writing. This notification will make specific reference to the provision which

gave rise to the default. The defaulting party will have seven calendar days to cure the default or to submit a plan to cure acceptable to the other party. The respective County Manager is authorized to provide written notice of default on their respective Counties, and if the default situation is not corrected within the allotted time, the respective County Manager is authorized to provide final termination notice on behalf of the terminating County. Neither party may terminate this Interlocal Agreement for convenience (i.e., without cause).

7. **Sovereign Immunity** The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
8. **Assignment of Interest** Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Interlocal Agreement without prior written consent of the other party.
9. **Successors and Assigns**. The City and the County each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Interlocal Agreement.
10. **Third Party Beneficiaries**. This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.
11. **Severability**. If any provision of this Interlocal Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
12. **Governing Law and Venue**. This Interlocal Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Interlocal Agreement shall be in Alachua County.
13. **Attachments**. All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.
14. **Amendments**. The Parties may amend this Interlocal Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.

15. **Construction.** This Interlocal 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 Interlocal Agreement.
16. **Counterpart.** This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
17. **Recording of Interlocal and Amendments.** Upon execution by the Parties hereto, the Host County shall file a copy of this Interlocal Agreement with the Clerk of the Circuit Court in and for Alachua County, Florida. All subsequent amendments to this Interlocal Agreement, if any, shall be filed with the clerk of court in and for Alachua County, Florida. The Host County shall provide a copy of this Interlocal Agreement, and any Amendments, to the appropriate FDEP representative(s)
18. **Entire Agreement.** This Interlocal Agreement constitutes the entire agreement and supersedes all prior written or oral understandings or representations, but does not supersede, replace or amend any existing Interlocal Agreements between the Parties relating to solid waste or recycling.
19. **Electronic Signatures.** The Parties agree that an electronic version of this Interlocal Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Interlocal Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Interlocal Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Interlocal Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

PUTNAM COUNTY, FLORIDA

By: [Signature]
Name: Ken Corneli
Title: City i
Date: 8/24/2021

By: [Signature]
Name: Larry Harvey
Title: BOCC Chairman
Date: 9/14/21

ATTEST

[Signature]
J.K. "Jess" Irby, Esq., Clerk

ATTEST

[Signature]
(SEAL)



APPROVED AS TO FORM

DocuSigned by:
Cornelia Hanson
OFF03D02AF0243B
Alachua County Attorney's Office

APPROVED AS TO FORM

[Signature]

**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 10th 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.

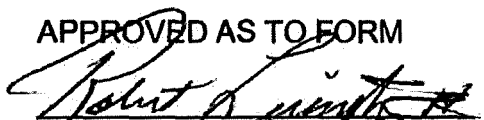
IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: 
Randall H. Reid
County Manager


Witness to Mr. Reid

APPROVED AS TO FORM


Alachua County Attorney's Office

Attest by:

Attest by: Michelle Khan

UNION COUNTY, FLORIDA

By: Wayne Smith
Wayne Smith
Chair, Union County

NEW RIVER SOLID WASTE ASSOCIATION

By: Darrell O'Neal
Darrell O'Neal, Executive Director
New River Solid Waste Association

Attest by Corporate Officer

Julie B. Combs
Name
NRSWA SECRETARY/TREASURER
Title
JULIE B. COMBS
Print Name

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

| | | | |
|---|--------------|-----------------------|--|
| DEP Agreement No.: | HW501 | | |
| Grantee Name: | | | |
| Grantee Address: | | | |
| Grantee's Grant Manager: | | Telephone No.: | |
| Reporting Period: | | | |
| Project Number and Title: | | | |
| <p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered:</p> <p>Task 2: Progress for this reporting period: Identify any delays or problems encountered:</p> | | | |

This report is submitted in accordance with the reporting requirements of DEP Agreement No. HW501 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: _____

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$5,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP's percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

| Description | Serial No./ ID No. | Source | Owner | Purchase Date | Cost | % Charged to DEP Grant | Location | Use and Condition | Disposition |
|-------------|--------------------|--------|-------|---------------|------|------------------------|----------|-------------------|-------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Grantee: _____ Date: _____ Grantee Grant Manager: _____ Date: _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: HW501 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

| CATEGORY OF EXPENDITURE <i>(As authorized)</i> | AMOUNT OF THIS REQUEST | TOTAL CUMULATIVE PAYMENT REQUESTS | MATCHING FUNDS FOR THIS REQUEST | TOTAL CUMULATIVE MATCHING FUNDS |
|---|---------------------------|--|---------------------------------------|--|
| Salaries/Wages | \$ | \$ | \$N/A | \$N/A |
| Fringe Benefits | \$ | \$ | \$N/A | \$N/A |
| Indirect Cost | \$ N/A | \$ N/A | \$N/A | \$N/A |
| Contractual (Subcontractors) | \$ | \$ | \$N/A | \$N/A |
| Travel | \$ | \$ | \$N/A | \$N/A |
| Equipment (Direct Purchases) | \$ | \$ | \$N/A | \$N/A |
| Rental/Lease of Equipment | \$ | \$ | \$N/A | \$N/A |
| Miscellaneous/Other Expenses | \$ | \$ | \$N/A | \$N/A |
| Land Acquisition | \$ N/A | \$ N/A | \$N/A | \$N/A |
| TOTAL AMOUNT | \$ | \$ | \$N/A | \$N/A |
| TOTAL TASK/DELIVERABLE BUDGET AMOUNT | \$ | | \$N/A | |
| Less Total Cumulative Payment Requests of: | \$ | | \$N/A | |
| TOTAL REMAINING IN TASK | \$ | | \$N/A | |

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Exhibit C

DEP Agreement No. HW501

2 of 4

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)
_____, do hereby certify for
(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

| Professional Service Provider (Name / License No.) | Period of Service (mm/dd/yy – mm/dd/yy) |
|--|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Grantee's Grant Manager Signature

Print Name

Telephone Number

Grantee's Fiscal Agent Signature

Print Name

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with 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 Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

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.
Documentation for match claims must meet the same requirements as those expenditures for reimbursement.