Board of County Commissioners Jefferson County, Florida

Stephen G. Fulford	John Nelson, Sr.	Hines F. Boyd	Betsy Barfield	Danny Monroe, III
District 1, Chair	District 2	District 3	District 4	District 5

Regular Session Agenda January 20, 2011 at the Courthouse Annex 435 W. Walnut St. Monticello, FL 32344

- 1. 6:00 P.M. Call to Order, Invocation, Pledge of Allegiance
- 2. Public Announcements, Presentations, & Awards
- 3. Consent Agenda
 - a) Approval of Agenda
 - b) Minutes of January 3, 2011 Workshop
 - c) Minutes of January 4, 2011 Regular Session
- 4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit, No Commissioner Discussion.)

5. General Business

- a) Industrial Park Road Extension Preble-Rish, Inc.
- b) Appointment of Kristin Jackson to Jeff. Co. Family Consumer Science Agent
- c) FDOT Work Plan 2012-2016 Informational
- d) Private Road Repair Policy
- e) Eligibility for Reduced Fees w/ Water Management Districts Alan Wise
- f) Draft Ordinance for Elected Official bonds Attorney Bird
- g) Solid Waste Grant Agreements Beth Thorne
- h) BOCC Meeting Rules of Procedure CP Miller
- 6. County Coordinator's Report
 - a) Department Head Reports
- 7. Citizen's Forum

(3 Minute Limit, Discussion Allowed.)

- 8. Commissioner Discussion Items

 a) Transportation Issues: Intersection Safety/Vehicle Counts Comm. Barfield
- 9. Adjourn

Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Kirk Reams	Roy M. Schleicher	Bird & Sparkman, P.A.
Clerk of Courts	County Coordinator	County Attorney

From the manual "Government in the Sunshine", page 40:

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS WORKSHOP January 03, 2011

The Board met this date for a workshop. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Hines Boyd, Danny Monroe and John Nelson. Also present were County Coordinator Roy Schleicher and Deputy Clerk Nick Flynt.

- 1. Fire Chief Mark Matthews addressed the Board concerning his department. Commissioner Barfield asked how active the volunteers were, to which Mr. Matthews responded they were not as involved as the past due to increased state restrictions and requirements to be a Firefighter I. He stated that the EMS side was funded by a combination of general revenue and fees and that the collections and billing company was contracted with in order to assist the county in obtaining fees owed. Mr. Matthews spoke of the conditions of the current living quarters and gave a summary of the equipment. He explained that all full-time personnel were either Firefighters/EMTs or Firefighters/Paramedics. He also stated that most employees were in the low to mid salary range and if they were paid more, it would go a long way toward improving retention. Commissioner Nelson stated that a lower ISO rating was needed to get businesses and people into the county, to which Mr. Matthews responded the best way to improve the rating was to improve the water supply. Mr. Matthews stated that past Boards have been reluctant to perform inspections, as recommended by the state. He further added that if the Board chooses to perform inspections, the county would need to hire a full-time inspector. Commissioner Boyd asked if there had been any follow up on a modular building solution for the Fire Department. Mr. Matthews stated this seemed like a temporary solution. Chairman Fulford stated his desire to see a workshop on the issue.
- 2. Planning Official Bill Tellefsen informed the Board that workshops were needed for the Board to review the Comprehensive Plan. Commissioner Nelson stated his desire to feel more comfortable with the EAR and to know what is in the document before making any decisions.
- 3. Building Official Wallace Bullock stated that building in Jefferson County is declining with no end in sight and that dipping into general revenue in the future may be a reality to continue the department due to lack of fees generated. Chairman Fulford asked for the purpose behind business licenses. Attorney Scott Shirley responded that it was basically a tax on the right to do business in the county that was not currently being enforced/collected.
- 4. Solid Waste Director Beth Thorne spoke on the state of her department. She stated that her department could use more roll-offs for rental purposes. The further stated that a five-inmate crew could not separate recycling materials as fast as it came in. She said her employees did not make what it would cost to pay the inmates. In regards to collection sites, Mrs. Thorne stated that if one site was closed, the next closest site would be open in order to prevent excessive travel for citizens. She also stated that the manned sites stayed clean and orderly, but that the unmanned sites were in complete disarray. She gave an update of the equipment in use at her department and also briefly addressed animal control, stating that fine and fee collections is a problem.
- 5. Gordon Dean with RAI stated that rain water issues continue to be a problem at the closed landfill, due to lack of places for the water to go and natural settling caused by old trash decaying.
- 6. Library Director Kitty Brooks spoke of how the library was a community hub, with free meeting space, job hunting assistance and computer classes. She also discussed youth services such as story time, computer cams and summer reading programs. She also stated the library is often the only way for some residents to access the internet. She said that the library had over 100,000 in fiscal year 2009-

2010. She stated that in 2011, the TDF grant to finish the computer lab will be complete and that the main need for the library at this point is new carpet.

- 7. Ralph Rish and Alan Wise, with Preble-Rish, discussed several projects and grants applied for on behalf of the county. These include the Coastal Partnership Initiative, Florida Boater's Improvement Project, Fire/EMS Station, Rural Infrastructure funding, as well as SCRAP, SCOP and NRCS road projects. Commissioner Barfield asked if contractors could be persuaded to shop for materials locally whenever possible. Mr. Rish responded that it depended on the funding source and that some bonding requirements could be waived in order to allow smaller contractors to do the work. Commissioner Boyd asked if there was a possibility for the county to be the bonding agency.
- 8. Frank Darabi with Darabi & Associates spoke of the gas monitoring at the closed landfill. He stated that quarterly monitoring and compliance reports were being done and that he would be assisting the county with any maintenance or repairs needed. He stated that benzene was the primary contaminant of concern but that contamination levels were trending downward.
- 9. Mr. Darabi gave an update on the Aucilla Area Solid Waste Facility that Dixie, Madison, Jefferson and Taylor Counties own. He stated that the master plan included 7 cells (2 active, 1 nearly full with a third currently under construction). He discussed future plans such as solar energy installation on closed cells, carbon credits sales, landfill gas to energy and also expanding classes I and III. Mr. Darabi said that there was currently \$15,000,000 in current assets, of which \$10,000,000 was in required escrow for closure, plus another \$5,000,000 in voluntarily escrow for equipment and contingencies. He said that Jefferson County had the lowest disposal cost in Central North Florida. He invited Commissioners and staff to tour the site.
- 10. Sonora Walker with Meridian Community Services discussed CDBG, SHIP & Section 8 programs. She explained that these programs provided services such as rent assistance, first time homebuyer assistance and housing rehabilitation and disaster recovery. She explained that Meridian has been working with Jefferson County since 2006, distributing nearly 100% of grant dollars.
- 11. Chairman Fulford adjourned the workshop.

Attest: ____

Chairman

Clerk

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR SESSION January 4, 2011

The Board met this date in Regular Session. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Hines Boyd, Danny Monroe and John Nelson. Also present were County Coordinator Roy Schleicher, Clerk of Court Kirk Reams, and County Attorney Buck Bird.

- On motion by Commissioner Boyd, seconded by Commissioner Monroe and unanimously carried, item c, the minutes of the December 16th, 2010 Regular Session, was pulled from the consent agenda. On motion by Commissioner Monroe, seconded by Commissioner Barfield and unanimously carried, the consent agenda, consisting of the approval of the agenda and the minutes of the December 16th, 2010 Code Enforcement Workshop was approved.
- 2. On motion by Commissioner Boyd, seconded by Commissioner Monroe and unanimously carried, the minutes of the December 16th, 2010 Regular Session were approved, with the addition of the record of vote in favor of Resolution 10-121610-01 (Amending Rules of Procedure for JBOCC).
- 3. County Coordinator Roy Schleicher introduced the environmental review for CDBG Disaster Recover and Housing Grant. On motion by Commissioner Boyd, seconded by Commissioner Nelson and unanimously carried, the Unspecified Site Strategy for Housing Related Activities was approved.
- 4. County Coordinator Roy Schleicher introduced Meridian Community Services as the only respondent to the RFP for program administrative services for CDBG and related programs. On motion by Commissioner Monroe, seconded by Commissioner Boyd and unanimously carried, Meridian was approved. Commissioner Barfield asked where the revenues came from to pay for this service, to which Mr. Schleicher responded that administrative services were included in grant monies.
- 5. Fire Rescue Chief Mark Matthews introduced his request for contracted debt collection services with NCS Plus, Inc. He stated this was a way to increase revenues in order to help his office become self-sufficient. He explained that the county would purchase claims upfront and would get its initial investment back. Commissioner Barfield asked about the four verbal quotes required by the purchasing policy, to which Chief Matthews that piggy-backing Pasco County's contract fell under one of the exceptions allowed by the purchasing policy. Commissioner Boyd responded that it was similar to state contract exceptions. Commissioner Barfield asked if this was the best solution for taxpayers, to which Chief Matthews responded that it was the least invasive. Commissioner Barfield made a motion, to which Commissioner Monroe seconded for delaying until the county received four verbal quotes. Commissioner Monroe withdrew his second, due to a misunderstanding of the motion. Commissioner Barfield then repeated her motion, which died for lack of a second. On motion by Commissioner Boyd, seconded by Commissioner Monroe and carried 4 to 1 (Barfield opposed), the Board approved Chief Matthews' request. Commissioner Barfield qualified her opposition by stating her belief that the county needed to get four verbal quotes.
- 6. Clerk of Court Kirk Reams introduced the lease and option agreement with the School Board for the "A" Building. Attorney Scott Shirley, representing the Board of County Commissioners, explained that if for any reason the county desired the title to the building before the expiration of the lease, the county would receive credit for previous payments. Commissioner Barfield asked if this building was surplus property of the School Board, to which Attorney Bird (representing the School Board) responded in the affirmative. Commissioner Barfield asked where the money was coming from for the lease payment, to which Clerk of Court Kirk Reams responded traffic revenues. Commissioner Barfield stated it seemed like the School Board was getting a good deal because the building was already owned by the public. Property Appraiser Angela Gray

reminded the Board that the School Board did not get certain reimbursements from Amendments 1 and 4 and that this was a great way to support the school system via traffic ticket monies. Chairman Fulford stated that the building had been vacant for 20 years and there were some financial options available to attempt to preserve it. Commissioner Barfield asked if the Board could get out of the lease, to which Attorney Shirley replied in the affirmative, with the Commission stopping payments to the School Board. On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the Board accepted the lease and option with the School Board for the "A" Building.

- 7. Clerk of Court Kirk Reams introduced Resolution Number 11-010411-01, SCRAP Whitehouse Road project. Mr. Reams explained that DOT had approved funding in the amount of \$922,077. Commissioner Barfield asked if widening was allowed, to which Alan Wise of Preble-Rish responded that there could be some widening allowed if right-of-way was available. Commissioner Barfield responded that it was a beautiful canopy road and instructed Mr. Wise to try to keep it in that state. On motion by Commissioner Monroe, seconded by Commissioner Barfield and unanimously carried, the resolution was passed.
- 8. Attorney Scott Shirley introduced the acceptance of infrastructure improvements at Heritage Hills subdivision and a maintenance agreement with Heritage Hills Development Corporation. Engineer Alan Wise with Preble-Rish stated that the deficiencies were minor and just more effort to control erosion issues was necessary. Chairman Fulford asked if, after the three year maintenance agreement, the county took over responsibility of the roads, to which Attorney Shirley responded in the affirmative. Commissioner Barfield asked what the county would be taking over, to which Attorney Shirley responded the right-of-ways and swales. Owner Doug Turner thanked the Commission for their help. Commissioner Boyd asked if the final layer of asphalt had been placed, to which Attorney Shirley responded in the affirmative. On motion by Commissioner Boyd, seconded by Commissioner Nelson and unanimously carried, the acceptance of improvements and the maintenance agreement were approved.
- 9. Commissioner Barfield asked Attorney Bird to give some background information on Florida Statutes 137.01 to 137.10. Attorney Bird explained that the Tax Collector and Clerk of Court historically held bonds, but there has never been an ordinance by the county requiring these bonds. Commissioner Barfield stated her desire to have a committee with the Clerk, Tax Collector and Auditing Firm to bring back a recommendation at a future meeting.
- 10. County Coordinator Roy Schleicher introduced a calendar of meetings, agendas and workshops for 2011. Commissioner Barfield requested a budget schedule be placed on the calendar as well as any information from Constitutional Officers as necessary. Chairman Fulford recommended placing meetings that individual commissioners had to attend on the calendar.
- 11. County Coordinator Roy Schleicher requested that the 1993 Chevy Grapple Truck at the Road Department be surplused. On motion by Commissioner Monroe, seconded by Commissioner Barfield and unanimously carried, the request was approved.
- 12. Planning Official Bill Tellefsen presented the EAR for the Board to familiarize themselves with and requested that the Board begin to consider having workshops on the Comprehensive Plan amendments. A workshop was set for January 18th at 6:00 pm at the Courthouse Annex.
- 13. Citizen Paul Henry stated his disappointment with the "A" Building situation.
- 14. Commissioner Nelson asked about a vehicle change-out program, to which County Coordinator Roy Schleicher responded that the departments were working towards such a program.

- 15. Chairman Fulford requested a workshop to discuss the fire station issue. This meeting was set for February 7th at 9:00 am at the Courthouse Annex.
- 16. Commissioner Barfield brought up a re-districting issue and stated her desire to create a committee. She stated she felt that, based on registered voters, the districts were not equal. Commissioner Boyd responded that districts were divided based on population and the prison was in his district. He also stated the need to look at census data to see if re-districting was needed and, if so, let the Board handle it instead of people with political agendas. Commissioner Nelson responded that he had participated in the previous committee, which was a long process but a process that allowed citizen input. Chairman Fulford stated that when the census was made available, this issue would be addressed.
- 17. Commissioner Barfield presented an email she received from Road Superintendent David Harvey, in which he asked her whether she and Commissioner Nelson wanted him removed. She stated she felt bothered by this email and that Mr. Harvey seemed out of control at times. She stated the need for this issue to be addressed. Commissioner Barfield also said this was an example of a reason why the county needed a county administrator position. County Coordinator Roy Schleicher stated he has had past issues with Mr. Harvey and that he needed the ability to handle any department head that crossed professional lines. Commissioner Barfield asked about any potential re-organization, to which Mr. Schleicher stated re-organization should not be done because of one individual. Commissioner Barfield stated that just because someone had a skill but was disrespectful did not mean that they had to be tolerated. Commissioner Nelson stated that he responded to the email by stating it was a Sunshine law violation for two commissioners to collaborate, that he did not deal in rumor mills and that he did his business at Commission meetings. He stated a desire for this to be handled at a personnel policy level. County Coordinator Roy Schleicher stated he needed the support of the Commission if he took action according to the personnel policy. Commissioner Nelson agreed that progressive discipline measures needed to be followed diligently.
- 18. Fire Rescue Chief Mark Matthews asked if the fire inspections issue could be addressed at the upcoming workshop. Chairman Fulford stated he would like to see it as an agenda item for the first meeting in February.
- 19. The warrant register was reviewed and bills ordered paid.
- 20. On motion by Commissioner Monroe, seconded by Commissioner Boyd, and unanimously carried, the meeting was adjourned.

Attest:

Chairman

Clerk



CONSULTING ENGINEERS & SURVEYORS

January 12, 2011

Gulf County

324 Marina Drive Port St. Joe, FL 32456

203 Aberdeen Parkway

Panama City, FL 32405

850.227.7200 F 850,227,7215

Bay County

850,522.0644 850.522.1011

Walton County

877 ER 393 North

850 267 0759

866,557.0076

Gadsden County

Quincy, FL 32351

850.875.4751

Calhoun County 20684 Central Avenue East

850.674.3300

Wakulla County

Blountstown, FL 32424

Santa Rosa Beach, FL 32459

20 East Washington Street

County Coordinator **Jefferson County** 450 West Walnut Street Monticello, FL 32344

Mr. Roy Schleicher

Jefferson County Industrial Park Roadway Extension RE: Preble-Rish, Inc. Project No. 751.021

Via email @ rschleicher@jeffersoncountyfl.gov and via Hand Delivery

Dear Mr. Schleicher:

As you know we received bids for the referenced project at 2:05 p.m. EST on December 15, 2010, and six (6) contractors submitted bids. Copies of all the bids were previously provided under a separate cover. The detailed bid results are attached and labeled as Exhibit A.

During our review of the bids, we discovered that there was a mathematical error in the Bid Form submitted by Dixie Paving and Grading, Inc. that resulted in their apparent Base Bid being \$550.00 lower than their actual Base Bid. The error occurred in Line Item 2.4, Type SP 12.5 Asphalt. In instances of discrepancies on Unit Price Bids, the Unit Price is the prevailing factor in determining the actual Base Bid. After thorough review of all bids, Dixie Paving and Grading, Inc. was the lowest responsive bidder, even with the error. Therefore, we recommend awarding the Work to Dixie Paving and Grading, Inc. If the Board awards the Work to Dixie Paving and Grading, Inc. the County can then negotiate with Dixie Paving and Grading, Inc. in an effort to reach the apparent Base Bid provided by the Contractor. If the negotiation is successful, this will reduce the contract amount from \$45,700.00 to \$45,150.00.

Also enclosed is a copy of the Agreement, Notice of Award, and Notice to Proceed. These are to be executed by the Chairman upon the Board's selection of a contractor. Please notify our office once approved so we may facilitate execution by the Contractor.

We appreciate the opportunity to serve the County. If you have any questions, please give me a call at 850.528.0300 or e-mail me at wisea@preble-rish.com.

PREBLE-RISH, INC.

Alan Wise, P.E

Project Manager

Attachments

CCI

23414 SE 349 Hwy P.O. Box 3 Suwannee, FL 32692

1 352,542,2414

Okaloosa County

2110 Lewis Turner Boulevard Ft. Walton Beach, FL 32547

850,200,4783

Mr. Chris Forehand, P.E., Vice-President, C.O.O., PRI (via forehandc@preble-rish.com w/o attachments)

Mr. Travis Justice, P.E., Associate, PRI (via justicet@preble-rish.com w/o attachments) Mr. Scott Sheffield, P.E., PRI (via sheffields@preble-rish.com w/o attachments) Mr. Donald Stanley, E.I., PRI (via stanleyd@preble-rish.com w/o attachments)

S 1751.621 JCIP Roadway Extension/ITB/Schleicher 2011.1.12 Bid Results.doc

36 Jasper Thomas Road Crawfordville, FL 32327 Sincerely, 850,528,0300

Jefferson County

Garden Square 187 East Walnut Street Monticello, FL 32344

850.997.2175

Dixie County

PROJECT #751.021

JEFFERSON COUNTY-INDUSTRIAL PARK ROADWAY EXTENSION SECTION 00050-AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2011, by and between, Jefferson <u>County</u>, Florida, hereinafter called "OWNER" and ______ doing business as a corporation, hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the JEFFERSON

COUNTY - INDUSTRIAL PARK ROADWAY EXTENSION.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the project within <u>50</u> consecutive calendar days, thereafter unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages for failure to substantially complete the project within the specified time will be set at <u>\$750.00</u> per day. Completion means that the OWNER can use the project as designed.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of <u>\$</u> as shown in the BID.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

(A) ADVERTISEMENT FOR BIDS

(B) INFORMATION FOR BIDDERS

(C) BID

(D) BID BOND

(E) AGREEMENT

(F) PERFORMANCE BOND

(G) PAYMENT BOND

(H) NOTICE OF AWARD

(I) NOTICE TO PROCEED

(J) APPLICATION AND CERTIFICATION FOR PAYMENT

(K) CHANGE ORDER

(L) GENERAL CONDITIONS

(M) SUPPLEMENTAL GENERAL CONDITIONS

(N) NOTICE OF SUBSTANTIAL COMPLETION

(O) CERTIFICATION OF FINAL COMPLETION

(P) PUBLIC ENTITY CRIMES STATEMENT

(Q) DRUG FREE WORKPLACE

(R) SUPPLEMENTAL TECHNICAL SPECIFICATIONS

(S) DRAWINGS prepared by Preble-Rish, Inc.

(T) ADDENDA

No. 1, dated_____

No. 2, dated_____

No. 3, dated _____

No. 4, dated

No. 5, dated

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

100	C7 A 1	1.5
13	EA	
1		- C. J.

ATTEST:

OWNER:

JEFFERSON COUNTY, FLORIDA

BY _____(Signature)

NAME_____(Please Type)

TITLE

(SEAL)

ATTEST:

BY (Signature) NAME Stephen Fulford Chairman, Jefferson County TITLE Board of County Commissioners

CONTRACTOR:

BY_____(Signature)

NAME_____(Please Type)

TITLE

BY		
	(Signature)	

NAME_____(Please Type)

TITLE

ADDRESS:

Employer Identification Number _____

END OF SECTION 00050

AGREEMENT-00050 3 of 3

JEFFERSON COUNTY-INDUSTRIAL PARK ROADWAY EXTENSION

SECTION 00080-NOTICE OF AWARD

TO:	Dixie Paving and Grading, Inc.	
	P.O. Box 37100	_
	Tallahassee, FL 32315	

PROJECT DESCRIPTION: INDUSTRIAL PARK ROADWAY EXTENSION

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated December 15, 2010, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of .You are required by the Information for Bidders to execute the Agreement \$ and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ______ day of ______, 20_11____.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: Dixie Paving and Grading, Inc. (Company Name).

This the _____ day of ______, 20 <u>11</u> .

By: (Print and Sign Name).

Title:

NOTICE OF AWARD-00080 1

JEFFERSON COUNTY-INDUSTRIAL PARK ROADWAY EXTENSION

PRI PROJECT # 751.021

SECTION 00090-NOTICE TO PROCEED

DATE:

TO: Dixie Paving and Grading, Inc. P.O. Box 37100 Tallahassee, FL 32315

PROJECT: JEFFERSON COUNTY- INDUSTRIAL PARK ROADWAY EXTENSION

You are hereby notified to commence WORK in accordance with the Agreement dated ______, 2011 on or before ______, 2011, and you are to complete the WORK within <u>50</u> consecutive calendar days thereafter. The date of completion therefore ______, 2011.

JEFFERSON COUNTY, FLORIDA Owner

By: _____

Stephen Fulford, Chairman Jefferson County Board of County Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

By _____

This _____ day of _____, 2011

END OF SECTION 00090



Jefferson County - Jefferson County Industrial Park Roadway Extension PRI Project Number 751.021 Bid Opening: Wednesday, December 15, 2010 at 2:05 PM Jefferson County Board of County Commissioners, Courthouse Annex 445 W. Walnut St.



			DINIE PAVING	9	NORTH FL ASPHALT	LIVHASV	CAPITAL ASPHALT	ASPHALT	C.W. ROBERTS CONT.	US CONT.	TALCON GROUP	GROUP	DUGGAR EXCAVATING	DNITAVAC
ITEM DESCRIPTION	VID	TTEM	ITEM UNIT PRICE ENTE	NOISN 1	UNIT PRICE 1	NOISNALNA	UNIT PRICE	FUTENSION	UNIT PRICE	EXTENSION	UNIT PRICE ENTENSION	ENTENSION	UNIT PRICE ENTENSION	NOISNELNE
1.00 GENERAL														
1.01 MOBILIZATION (10% OF MAX BID)	1	N	S4 500.000 \$4	4,500.00	\$4,500.00	\$4,500.00	\$6,600.00	S6,600.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
1.02 BONDS AND INSURANCE (4% OF BID MAX)	T	IS	\$750,000	\$750.00	\$1,500.00	\$1,500.00	\$2,600.00	\$2,600.00	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$2,354,00	\$2,354,00
1.03 MAINTENANCE OF TRAFFIC (2% OF BID MAX)	1	15	\$500,00	\$500.00	\$975.00	\$975.00	\$1,300.00	\$1,300.00	\$1,000:00	\$1,000.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
2.00 CONSTRUCTION COSTS														
2.00 GRADING AND SHAPING	3250	SY	\$3,00 \$9	9,750.00	S3.00	\$9,750.00	\$5,00	\$16.250.00	S4.00	\$13,000.00	\$7.00	S22,750.00	SE 135	\$23,887.50
2.01 TYPE B STABILIZATION	1500	SY	\$1.00 SI	1,500.00	\$1.25	\$1,875.00	S6.00	\$9,000.00	\$3.00	\$4,500.00	\$2.00	\$3,000.00	\$4.00	\$6,000.00
2 02 LIMEROCK BASE (LBR 100)	1150	SY	ST 50 SY	8,625.00	\$10.00	\$11,500.00	\$12.00	\$13,800.00	S11.20	\$12,880.00	\$13.50	\$15,525.00	\$9,65	\$11,097,50
2 03 TYPE SP 12 5 ASPHALT	1100	SY	\$13.50 \$14	4,850.00	\$12.00	\$13,200.00	55.65	\$10,945,00	S15.00	\$16,500.00	\$16.00	\$17,600.00	\$21,00	\$23,100.00
2.04 SOD	550	SY	13 05 53	1.925.00	00.52	\$1,650.00	\$2.50	\$1,375.00	\$5.00	\$2,750.00	\$3.25	\$1,787.50	S4 40	\$2,420.00
2.05 SEED AND MULCH	2,000	SY	01-05	\$800.00	S0.40	\$\$00.00	50.75	\$1,500.00	\$1,00	\$2,000,00	\$1.00	\$2,000.00	\$0.65	\$1,300.00
2 06 STRIPING	1	LS.	\$2,500,00	2,500.00	S1,000.00	\$1,000.00	\$1,500,00	\$1,500.00	\$4,000.00	\$4,000.00	S1,000.00	\$1,000.00	\$1,150.00	S1,150.00
TOTAL BASE BID (SUM OF ITEMS L0-2.06)	(90)		545	5,700,00		\$46,750,00		\$64,870.00		\$65,530.00		\$71,662.50		\$80,809.00

Highlighted values indicate that matematical errors have been corrected by Engineer.





Jefferson County Cooperative Extension Service

275 North Mulberry Street Monticello, Fl 32344 Phone: 850-342-0187 Fax: 850-342-3483 Email: jgl@ufl.edu http://www.co.jefferson.fl.us

January 4, 2011

Mr. Roy Schleicher Jefferson County Coordinator 450 West Walnut Street Monticello, FL 32344

Dear Mr. Schleicher:

I am pleased to present to the Board Ms. Kristin Jackson as candidate selected to serve the County as Extension Family and Consumer Sciences Agent I. She was one of seven screened applicants, and one of three invited to interview with Florida Cooperative Extension leadership on December 20, 2010. Ms. Jackson graduated from the University of Florida this past December with a master's degree in Family, Youth, & Community Science.

The Extension Service is unique in sharing responsibility for its educational services among federal, state and local governments. Part of that sharing process is hiring agent personnel. You designated me as your representative for interviewing and selecting a competent and suitable FCS agent. I am confident that Dr. Pete Vergot, Northwest District Extension Director, and I have done just that. Ms. Jackson has accepted an offer from UF/IFAS Extension, contingent on your approval and on meeting County requirements of background check, drug and physical screening and personnel paperwork. Her projected date of employment is Friday, January 21, 2011. I recommend the Board approve her appointment. Attached is a resume.

I look forward to Kristin Jackson joining our staff, and her continuing to serve the people of the county, but in a different capacity. Thank you for your consideration and positive vote of approval.

Sincerely,

John A. Lilg L.

John G. Lilly, Sr. Jefferson County Extension Director/4-H

cc: Stephen Fulford, Chairman, Jefferson County BOCC Kirk Reams, Clerk of Court Tyler McNeil, Chief Deputy Clerk / Human Resources Dr. Pete Vergot, Northwest District Extension Director

Kristin D. Jackson

Gainesville, FL 32607 Phone: 352-256-2406 Email: Kristin.Jackson10@gmail.com

OBJECTIVE: To gain employment as a Family and Consumer Science Extension agent where I can impact the lives of individuals, families, and communities .

EDUCATION:

MS Family, Youth, & Community Science (University of Florida) Fall 2008- Present

BALiberal Arts and Science (University of Florida)Summer 2000-Fall 2003Major: CriminologyMinor: Sociology

APPOINTMENTS:

Research Assistant- FYCS Department-University of Florida (Gainesville, FL) 1/2010- present

- Guest lectured for classes and organizations
- Served as a teaching assistant for Intro to Personal Finance and Contemporary Family Problems
- Supervised and assisted 3 undergraduate students
- Coordinated the implementation of 7 financial seminars servicing 420+ individuals
- Assisted with the development of program planning and evaluation instruments
- Co-coordinated and implemented 2 research based programs
- Working experience with Grant Writing and research teams
- Mentored students on financial topics
- Spearhead social marketing campaign with 959 followers at peak

RELEVANT EMPLOYMENT:

Financial Counselor- Financial Services-University of Florida (Gainesville, FL) 4/2008-1/2010

- Monitored 400 -1000 accounts receivable monthly
- Contacted 50 75 students daily regarding student loans
- Counseled advisees on loan/ debt repayment options
- Assisted with payment plans and/or student loan debt cancelation

Program Director-Eden Park @ Ironwood -Davis Property Mgt (Gainesville, FL) 03/2006-11/2006

- Planed and evaluated on-site resident services such as reading literacy services, GED preparation, financial counseling, family counseling
- Facilitated referrals to housing and vocational/educational supports
- Coordinated summer program for 100+ low income high risk youth daily
- Worked with GPD, ASO, and the State Attorney's office to allow individuals to complete community service requirements on-site

Program Director- Eden Park @ Ironwood - Royal American (Gainesville, FL) 11/2004-02/2006

- Planed and evaluated Resident Social and Literacy Programs
- Coordinated afterschool program for 20-30 youth daily
- Partnered with local business and community agencies to provide employment services
- Partnered with communities agencies to provide workshops designed to strengthen families and build parenting skills though the use of teaching, modeling, and coaching

8/2002-6/2004 Assistant Coordinator- Community Outreach and Development (Gainesville, FL)

- Provided re-entry services including treatment, case management, vocational services, housing, and collaboration with the justice system
- Maintain working relationship with state attorney, public defender, court services, treatment programs
- Share information and coordinate transition to later intercept points
- Facilitated group counseling sessions on life-skills
- Work with clients to enhance adherence

RELEVENT VOLUNTEER EXPERIENCE:

Site Coordinator- Volunteer Income Tax Assistance Program (VITA) (Gainesville, FL) 2005-2009

- Set volunteer/ site schedules
- Quality reviewed tax returns for completeness/ accuracy
- Supervised 20 volunteers at peek
- Completed site performance reports
- Assisted with volunteer training and recognition activities
- Served on VITA planning committee

Tutor/ Mentor- North East Community Center (Gainesville, FL) 1/2001- 1/2004

- Tutored 5-15 youth daily
- Facilitated group life skill activities
- Participated in one-on one or small group activities with youth (reading/chess/dialogue/sports)

PRESENTATIONS

"Family Based Financial Education" (Poster in progress to be presented at AFCPE November 2010)

"Who Stole the American Dream: College Students, Social Learning, and Risky Credit Card Behavior" (Poster in progress to be presented at AFCPE November 2010)

PUBLICATIONS

Divorced Women and Money Series: Child Support (In progress for submission as an EDIS Publication)

Divorced Women and Money Series: Custody and Visitation- Cost to Expect (In progress for submission as an EDIS Publication)

Divorced Women and Money Series: 6 Steps to Finding the Path to Financial Success (In progress for submission as an EDIS Publication)

"Who Stole the American Dream: College Students, Social Learning, and Risky Credit Card Behavior" (In progress for submission to Journal of Higher Education) EDITORIAL RESPONSIBILITIES Jefferson County:

- Waukeenah Highway (CR 259): SR 59 (Gamble Road) to US 27. Widen/Resurface Existing Lanes in FY 12 (\$1.4 million) (4257031).
- Interstate 10 at Eastbound Rest Area. Resurfacing (PE, CST) in FY 12 & 15 (\$811,000) (4290241)
- Interstate 10 at Westbound Rest Area. Resurfacing (PE, CST) in FY 12 & 15 (\$823,000) (4290242)
- Jefferson County Bicycle/Pedestrian Network Development. Bike Lane/Sidewalk in FY 13 (\$132,000) (4301501).

MEMO

12/9/10

TO: Board of County Commissioners

FROM: Roy Schleicher

RE: Private Dirt Road Repair Program (Draft) For review at the 12/16/10 BOCC Meeting

Commissioners -

I have attached a draft copy of the Private Dirt Road Repair Program originally presented to the Commission on October 7th. The re-distribution of the proposal was requested at the last Commission meeting.

This draft is similar to the program used by Leon County, a program that has been successful although Leon has much greater resources than Jefferson County.

Thank you - Roy Schleicher

For October 7, 2010 Jefferson County Board of County Commissioners Agenda

TO: Board of County Commissioners

FROM: Roy Schleicher

RE: Private Dirt Road Repair Program - DRAFT

Commissioners -

At the September 16, 2010 Board of County Commissioners meeting, Ms. Traci Wood, representing the Valley View area, REQUESTED THE COUNTY DEVELOP A "PRIVATE DIRT ROAD REPAIR PROGRAM."

The outcome of her request was Commission direction to staff to prepare a draft program and present the program to the Commission as an agenda item in the near future.

Therefore, attached are the following:

- 1. Goals of the Private Dirt Road Program
- 2. Procedures for the Private Dirt Road Program
- 3. Attachments
 - a. Request Form(s)
 - b. Map of requested area

This item will be placed on the Commission's October 7, 2010 agenda for discussion.

Jefferson County Board of County Commissioners Goals of Private Dirt Road Repair Program (DRAFT 10/7/10) Adopted (Date)

The Jefferson County Board of County Commissioners is dedicated to assisting all residents in a responsible and efficient manner. The goal is to provide fair and cost effective services to all residents. As such, private dirt roads present a particularly difficult challenge. Legal issues must be addressed. Fairness to residents living on county roads cannot be overlooked. However, services can be provided to residents on private dirt roads.

The Commission may provide services to private dirt roads if 1) the Commission determines that a private dirt road repair program serves a county purpose and 2) provisions are made so that all costs of such services are undertaken by the owners of the private dirt road and no financial responsibility falls to the taxpayers of the county.

The Commission can offer possible solutions to residents living on private dirt roads. When not operating on county roads, county equipment and operators can be used on private dirt roads with the residents paying the equipment rate determined by the county. Materials can be supplied on an as needed basis at a price determined by the county. The rates charged to the residents on private dirt roads for equipment time (including operator time) will not include any profit or markup nor will the charges for materials.

The goal to provide fair and cost effective services to all residents, including those on private dirt roads, can be achieved by the Private Dirt Road Repair Program.

To participate in the Private Dirt Road Repair Program the procedures described on the following pages must be observed. Questions about the program can be directed to any County Commissioner, the County Road Department or the County Coordinator's Office.

Jefferson County Road Department	850/997-2036
Jefferson County Coordinator's Office	850/342-0287

Procedures for Participation in Jefferson County's Private Dirt Road Repair Program (DRAFT 10/7/10)

- All requests to participate in the Private Dirt Road Repair Program must be in writing, including all required forms, delivered to the Jefferson County Road Department (1484 South Jefferson Street, Monticello, FL 32344) and a copy of the request delivered to the Jefferson County Coordinator's Office (450 W. Walnut St., Monticello, FL 32344).
- 2. All requests/applications must include 1) the name, mailing and if different the physical address, telephone number and, if applicable, e-mail address of the individual(s) making the request; 2) the name of the private dirt road for which the repairs are being requested; 3) a detailed description of the requested repairs; 4) a detailed description of the specific location of the repairs (such as 911 addresses and/or physical landmarks) from point of beginning to point of ending; and a map of the area to be repaired.
- 3. A Jefferson County employee will inspect the road to be repaired. The person requesting the repair or another individual familiar with the issues involved with the repair should be available to assist the county employee during the inspection.
- 4. Repairs allowed under this policy shall be only those activities covered within the General Maintenance Permit and include:
 - a. Grading, balancing and spot repair of the roadbed.
 - b. Pulling and shaping of existing roadside ditches.
 - c. Materials e.g. clay and sand to be purchased by the cubic yard.
 - d. Aggregates (various size rocks) to be purchased by the cubic yard.
- 5. All fees associated with repair requests shall be paid in advance of the start of work or delivery of materials. Payment of fees must be made by a single payment by check or money order from the responsible parties. Jefferson County will not negotiate or mediate between parties relevant to participation in the Private Dirt Road Repair Program. Checks or money orders shall be made payable to the Jefferson County Board of County Commissioners and delivered to the Road Department office prior to beginning any work or delivering any materials.
- 6. The fees for approved dirt road repair activities shall be based on the following criteria:
 - a. All activities and material fees shall be based on Jefferson County's current fee rates at the time services are provided.
 - b. Fees will be based on the actual cost of doing business with no profit margins included.
- 7. Approval of repair requests will normally be limited in scope to work that can be accomplished within a ten hour work day including mobilization. A second consecutive day can be scheduled if the equipment and personnel are expected to be available. Requests for periodic or regular services shall not be approved.
- 8. Approval and scheduling of all requests shall be contingent upon the availability of County resources with County maintained roads taking priority over private dirt road requests.
- 9. Upon completion of the agreed upon repairs to the private dirt road, the requesting parties shall be solely responsible for all future maintenance. Jefferson County shall assume no responsibility for future maintenance.

Jefferson County Board of County Commissioners

PRIVATE DIRT ROAD REPAIR PROGRAM APPLICATION FORM (Draft 10/7/10)

Name of Applicant:	Date:	
Address:		
Telephone Number:		
E-mail address:		
Road to be repaired:		
Please give detailed description of the requeste	ed repairs or materials:	

Upon receipt of the application, Jefferson County will review the request to determine if the requested repairs meet all applicable criteria. The applicant will then be notified within five (5) working days as to the results of the review.

The only repair activities are as follows:

- * Grading, balancing and spot repair of the roadbed
- * Pulling and shaping of existing roadside ditches
- * Stabilization materials (clay/sand) by the cubic yard
- * Aggregates by the cubic yard

All fees associated with repair requests shall be entirely the responsibility of the requesting party/parties and shall be paid in full and in advance of the start of work or delivery of materials.

Checks are accepted for payment of fees and shall be made payable to the Jefferson County Board of County Commissioners. <u>The fee schedule is attached.</u>

Approval and scheduling of all requests shall be contingent upon the availability of County resources with County maintained roads taking priority over private dirt road repair requests.

Upon completion of the private road repairs, the requesting party/parties shall be solely responsible for all future maintenance responsibilities of the road. As such, Jefferson County shall in no manner assume any responsibility for future maintenance.

Location Drawing

Draw a map (or a computer generated map with hand written notes) of the exact location within the road section the repairs that are being requested. Please include addresses or other landmarks to aid in identifying repair location(s).

Please return the completed Private Dirt Road Repair Program Application Form and this detailed map to:

Jefferson County Road Department, 1484 S. Jefferson Street, Monticello, FL 32344

AND A COPY TO

Jefferson County Coordinator's Office, 450 W. Walnut Street, Monticello, FL 32344 Page 6 of 7

Jefferson County Board of County Commissioners

Private Dirt Road Repair Program

FEE SCHEDULE – As of October, 2010 (DRAFT 10/7/10)

Subject to Change Without Notice

<u>Materials</u>	<u>Cost</u>	Cost Plus 7% Sales Tax
Road Grading & Ditch Shaping Only	\$ 98.00 per hour	\$ 98.00 per hour (no tax)
Other Equipment as Necessary	\$ 110.00 per hour	\$ 110.00 per hour (no tax)
Clay/Sand Material Delivered	\$ 160.00* per 10 yard load	\$ 171.20 per 10 yard load
Roadbase Lime Rock Delivered	\$ 360.00* per 10 yard load	\$ 385.20 per 10 yard load
#57 Stone	\$ 250.00* per 10 yard load	\$ 267.50 per 10 yard load
# 5 Stone	\$ 260.00* per 10 yard load	\$ 278.20 per 10 yard load

* Fees include labor, equipment and material costs and represent Jefferson County's expenses only.

Fees must be paid by a single check or money order prior to beginning work or delivering materials. Approval and scheduling of private dirt road repair requests shall be contingent upon the availability of county resources with county maintained roads taking priority over private dirt road repair requests.

Following the agreed upon private dirt road repairs the requesting party/parties shall be solely responsible for all future maintenance of the dirt road. Jefferson County will not assume any responsibility for future maintenance.

Florida Statutes on Fee Reductions

FIORIDA STATULES ON FEE REDUCTIONS
¹ 218.075 Reduction or waiver of permit processing feesNotwithstanding any other provision of law, the Department of Environmental Protection and the water management districts shall reduce or waive permit processing fees for counties with a population of 50,000 or less on April 1, 1994, until such counties exceed a population of 75,000 and municipalities with a population of 25,000 or less, or any county or municipality not included within a metropolitan statistical area. Fee reductions or waivers shall be approved on the basis of fiscal hardship or environmental need for a particular project or activity. The governing body must certify that the cost of the permit processing fee is a fiscal hardship due to one of the following factors:
(1) Per capita taxable value is less than the statewide average for the current fiscal year;
(2) Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year;
(3) Any condition specified in s. <u>218.503</u> (1) which results in the county or municipality being in a state of financial emergency;
(4) Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or
(5) A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.
The permit applicant must be the governing body of a county or municipality or a third party under contract with a county or municipality and the project for which the fee reduction or waiver is sought must serve a public purpose. If a permit processing fee is reduced, the total fee shall not exceed \$100.
Historys. 1, ch. 94-278; s. 8, ch. 98-258; s. 25, ch. 2004-305.
¹ NoteSection 11, ch. 2007-321, provides that "[f]or state fiscal years 2007-2008 and 2008-2009, the millage rate levied in 2006 may, at the option of a county or municipality, be used for purposes of determining fiscal hardship under s. <u>218.075</u> , Florida Statutes, and eligibility under s. <u>218.23</u> , Florida Statutes, or s. <u>339.2816</u> , Florida Statutes."

Department of Environmental Protection Rules regarding ERP fees: Chapter 62-349.075(5) Fees (the Stormwater Rule used by DEP & NWFWMD) Submit request for fee waiver on form 62-346.900(10) on District's web site

Must include with the form either:

1) a certified copy of the minutes of the governing entity (City or County), or

2) a Resolution by the Governing Body (City Council or County Commission)

where they have accepted statistics from their Planning Department or Consulting Firm that state their population meets the criteria of Section 218.075, Florida Statutes, for fee reductions, and they must state which of the items (1) through (5) in the Florida Statutes criteria above apply to them.

Form #62-346.900(10) Form Title: County or Municipality Request to Reduce Permit Application Fees Pursuant to Section 218.075, F.S. Effective Date: October 1, 2007

COUNTY OR MUNICIPALITY REQUEST TO REDUCE PERMIT APPLICATION FEES PURSUANT TO SECTION 218.075, F.S.

Applicant

Name of County or Municipality: WASHINGTON COUNTY Board of County Commissioners
Authorized Representative: <u>PETE HERBERT</u>
Mailing Address: 1331 South BLUD
City: <u>CHIPLEY</u> State: <u>FL</u> Zip Code: <u>324,28</u>
Telephone: 850-638-6200 Fax: 850-638-6106
E-mail:

The undersigned hereby certifies that the above local government meets the population requirements of Section 218.075, F.S., and:

Is the applicant for a public purpose project for which this fee reduction is sought; and

Qualifies for permit processing fee reduction for the 2009 fiscal year due to one or more of the following factor(s):

The per capita taxable value is less than the statewide average for the current fiscal year; The percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year;

- A condition specified in Section 218.503, F.S., that determines a state of financial emergency;

Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

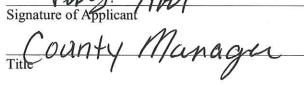
The above factors are supported by one of the following :

A copy of an official resolution by the governing body of the county or municipality, or

A copy of the official minutes of the governing body of the county or municipality in which the above factors have been affirmed.

Based on this certification, the Department of Environmental Protection Morthwest Florida Water Management District is hereby requested to reduce the permit application fee for the above public purpose project to \$100 per permit, or, if the application fee is less than \$100, to waive the fee.

Signature of Applicant







Peter Herbert County Manager

WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

1331 SOUTH BOULEVARD, CHIPLEY FL 32428 TELEPHONE: (850) 638-6200, FAX: (850) 638-6106

DONNIE STRICKLAND District One

JOEL PATE District Two

CHARLES BROCK District Three

EDDY HOLMAN District Four

BILL HOWELL District Five

THOMAS G.HOLLEY Attorney

To: Northwest Florida Water Management District

From: Washington County Board of County Commissioners

Date: August 28, 2009

Subj: Qualification for Reduction of Permit Processing Fees, Washington County, Florida

I do hereby certify the Washington County Board of County Commissioners, at their August 27, 2009 meeting, acknowledged they agreed with the information provided by the Florida Department of Revenue and the Washington County Plagning Office and certifies the cost of the permit processing fee is a fiscal hardship due to Items (1), (2) and (4) of Section 218.075 Florida Statutes.

anne Glasgow Dentity Clerk

Deemed Acceptable documentation by Lee Marchman, ERP 9-23-2009





July 28, 2009

MEMORANDUM

To: Mss. Susan Lawson

From: Dina Calero

Subject: Qualification for Reduction of Permit Processing Fees, Washington County, Florida.

These numbers related to section 218.075, Florida statutes;

- (1) Per capita taxable value is less than the statewide average for the current fiscal year.
- (2) Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year.

(3) Ad valorem operating millage rate for the current fiscal year is greater than 8 mills.

Statewide	\$2,575,834,983,689
Total Just Value	\$1,714,477,596,780
Taxable Value	\$861,357,386,909
Exempt Amount	18,680,367
Population	\$91,780
Per Capita Taxable Value Average Percentage of Exempt From Taxation	33.44%
1.010011119-2-2-2	

Washington County	\$1,808,842,471
Total Just Value	\$988,178,003
Taxable Value	\$820,664,468
Exempt Amount	23,719
Population	\$41,662
Per Capita Taxable Value Average	45.37%
Percentage of Exempt From Taxation	

Source: Ad Valorem Data Book 2007 (PTO) and Florida Estimates of Populations 2007 (UF).

Child Support Enforcement – Ann Collin, Director
General Tax Administration – Jim Evers, Director Property Tax Oversight – James McAdams, Director
Administrative Services – Nancy Kelley, Director
Information Services – Tony Powell, Director

www.myflorida.com/dor Tallahassee, Florida 32399-0100

ORDINANCE NO. 11-

AN ORDINANCE CREATING DIVISION 3 OF ARTICLE III ENTITLED "COUNTY BOND REQUIREMENTS" IN CHAPTER 2 OF THE CODE OF ORDINANCES OF JEFFERSON COUNTY; RELATING TO COUNTY OFFICER BONDS; PROVIDING BOND REQUIREMENTS FOR THE CLERK OF THE CIRCUIT COURT; THE SHERIFF AND DEPUTY SHERIFF; THE SUPERVISOR OF ELECTIONS; THE TAX COLLECTOR; THE PROPERTY APPRAISER; THE COUNTY COMMISSIONERS; PROVIDING FOR THE APPROVAL FORM AND SURETY BONDS OF COUNTY OFFICERS AND DELEGATION OF AUTHORITY; PROVIDING FOR THE FILING OF BONDS OF COUNTY OFFICERS; PROVIDING FOR THE EXAMINATION AND SUFFICIENCY OF BONDS FOR COUNTY OFFICERS; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA AS FOLLOWS:

Section 1. ADOPTION OF ORDINANCE.

Division 3 of Article III in Chapter 2 of the Jefferson County Code of Ordinances is hereby created to read as follows:

Division III County Bond Requirements

Sec. 2-111. Procedure for County Officer Bonds.

(a) Short title. This section shall be known as the "County Officer Bond Ordinance."

(b) Approval of form and surety of bonds of county officers; delegation of authority. Pursuant to Section 137.01, Florida Statutes, the board of county commissioners hereby requires the county officers described in Section 2-112 to give bond, conditioned for the faithful performance of the duties of his or her office in the amounts set forth in section 2-112. Approal of the form and surety of any such bonds is hereby delegated by the board of county commissioners to the county administrator or designee, with the concurrence of the county attorney in such approval.

(c) Filing of bonds of county officers. All bonds of county officers required by this section must be filed with the clerk of the circuit court promptly upon execution and must be secured within 10 days of the County Officer taking office.

Sec. 2-112. County Officer Bonds.

Upon adoption of this ordinance, the initial bonds will be established as follows:

(a) Bond of clerk of the circuit court. The county clerk of the circuit court shall be required to give a bond in the sum of One Hundred Thousand Dollars (\$1,00,000.00) conditioned upon the faithful discharge of the duties of office.

(b) Bond of sheriff and deputy sheriff. The county sheriff shall be required to give a bond in the sum of Ten Thousand Dollars (\$10,000.00) conditioned for the faithful performance of the duties of office. Each appointed deputy sheriff shall be required to give a bond in the sum of One Thousand Dollars (\$1,000.00) conditioned for the faithful performance of the duties of office.

(c) Bond of supervisor of elections. The county supervisor of elections shall be required to give a bond in the sum of Five Thousand Dollars (\$5,000.00) conditioned for the faithful performance of the duties of office.

(d) Bond of tax collector. The county tax collector shall be required to give a bond in the sum of One Hundred Thousand Dollars (\$100,000.00) conditioned for the faithful performance of the duties of office, and specifically conditioned for the tax collector's accounting duly and faithfully for all taxes collected.

(e) Bond of property appraiser. The county property appraiser shall be required to give a bond in the sum of Five Thousand Dollars (\$5,000.00) conditioned for the faithful performance of the duties of office.

(f) Bond of county commissioners. Each county commissioner must give a bond in the sum of Two Thousand Dollars (\$2,000.00) conditioned for the faithful performance of the duties of office.

(g) Examination of sufficiency of bonds of county officers. At its first regular meeting in January or June of each year, the board of county commissioners shall examine the sufficiency of all bonds required of county officers. If the board of county commissioners has reason to believe that the sufficiency of any such bond has become impaired, the board of county commissioners must at once require that the county officer execute and file with the clerk of the circuit court a new bond under the same conditions as the former bond.

(h) Applicability. This section is applicable countywide. This section shall not affect any currently existing bonds of county officers.

Section 2. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate of impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 3. Effective Date; Filing with the Department of State.

This Ordinance shall take effect upon filing with the Department of State.

DULY PASSED AND ADOPTED BY a vote of to by the Board of	
County Commissioners of Jefferson County, Florida, this the day of	,
2010.	

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

By: _____ Chairman

Clerk of the Circuit Court

01-12-'11 21:20 FROM-

T-023 P0002 F-118



January 11, 2011

Elizabeth Thorne Jefferson County Solid Waste Department 1591 Waukeenah Street Monticello FL 32344

Re: Grant Agreements S0524 and S0525 Originals for Execution

Dear Beth,

Enclosed are two originals for each of the above referenced grant agreements. Please have each original executed by the County at your earliest convenience. Please return all fully executed originals of the agreements to the following address:

Johanna B. Poston Waste Reduction Section 2600 Blair Stone Road, MS 4555 Tallahassee, Florida 32399-2400

Upon execution by the Department, I will forward one of each fully executed agreement back to you for your grant files.

If you have any questions or concerns, please contact me at johanna.poston@dep.state.fl.us, or call me at (850) 245-8731.

Sincerely,

Johanna B. Poston

Encl.: Grant Agreements S0524, S0525 (2)

Florida Department of Environmental Protection

> Bob Martinez Center 2600 Blair Stone Road Tallahassee, Florida 32399-2400

Rick Scott Governor

Jennifer Carroll Lt. Governor

Mimi A. Drew Scoretary

"More Protection, Less Process" www.dep.state.fl.us

DEP AGREEMENT NO. S0524

STATE OF FLORIDA HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE

PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Jefferson County Solid Waste Department, 1591 Waukeenah Street, Monticello, Florida 32344 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Madison County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

- 1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.
- 2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:
 - 1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to \$10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. Attachment B provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.
 - 2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed \$4,000 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in Attachment B.
 - 3. Maximum compensation available under the terms of this Agreement shall not exceed \$14,000. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.
 - 4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see Attachment B) occurring within the term of this Agreement. Reimbursement

3.

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

- 1. Salaries/Wages List personnel involved, salary rates and hours/time spent on the project.
- 2. Fringe Benefits on Salaries and Wages All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
- 3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.
- 4. Contractual (Subcontractors) Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.
- 5. Travel Reimbursement will be made in accordance with Section 112.061, Florida Statutes.
- 6. Capital Outlay for Equipment Capital outlay will be authorized for those items approved by the Department appearing on Attachment B. The Department reserves the right to approve additional items not listed on Attachment B. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on Attachment B prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.
 - Other Expenses (e.g., materials, supplies, copying, mailing, advertising) Must be documented by itemizing and including copies of receipts or invoices.
- All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

В.

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7.

C.

Department of Financial Services' Reference Guide for State Expenditures at <u>http://www.fldfs.com/aadir/reference%5Fguide</u>.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

A. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.

A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, Special Audit Requirements, attached hereto and incorporated herein by reference. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

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The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment E, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section _____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Grantee agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, Attachment F, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
- 11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.
 - A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

- 13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

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12.

B.

5. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston Department of Environmental Protection Bureau of Solid & Hazardous Waste 2600 Blair Stone Road, MS 4555 Tallahassee, Florida 32399-2400 Phone No.: (850) 245-8731 Fax No.: (850) 245-8811 Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

Elizabeth Thorne Jefferson County Solid Waste Department 1591 Waukeenah Street Monticello, Florida 32344 Phone No.: (850) 342-0184 Fax No.: (850) 342-0185 Email: thornebug@embargmail.com

- 17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
 - A. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.
 - B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
- 19. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
- 20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as Attachment G, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
 - A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

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- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
- 21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
- 22.

A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Grantee shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Grantee shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system to verify the employment eligibility of:

• all persons employed by the Grantee, during the term of this Agreement, to perform employment duties within Florida; and,

• all persons (including subcontractors and subrecipients) assigned by the Grantee to perform work pursuant to this Agreement.

The Grantee shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

- 24. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.
- 25. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.
- 26. Land acquisition is not authorized under the terms of this Agreement.
- 27. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

28. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:		
Title:		

Date:

By: _______Secretary or designee

Date:

Johanna Poston, DEP Grant Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: <u>59-6000690</u>

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	_ <u>A</u> _	Grant Work Plan (3 Pages)
Attachment	<u> </u>	Authorized Expenditure Categories (1 Page)
Attachment		Payment Request Summary Form and Instructions (2 Pages)
Attachment		Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	<u> </u>	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Interlocal Agreement (4 Pages)

ATTACHMENT A GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Madison County, in accordance with:

- 1. Section 403.7265, Florida Statutes;
- 2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
- 3. The Interlocal Agreement (Attachment H), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- > having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 - Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

- 1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.
- 2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.
- 3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.
- 4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.
- 5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

- a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
- b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
- c. Insurance type (required) and limits (recommended)
 - i. Workers Compensation legally required limits
 - ii. Commercial General Liability \$1,000,000/occurrence, \$2,000,000 aggregate
 - Hold Harmless Endorsement holds county and state harmless

e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Have one or more staff on-site during the collection.

d.

- 7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.
- 8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.
- 9. Reuse or recycle collected latex paint to the extent possible.
- 10. The Grantee, in accordance with the Interlocal Agreement, Attachment H, shall require each Neighboring County to be responsible for:
 - a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.
 - b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.
 - c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.
 - d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at <u>www.Earth911.org</u>.
 - e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: \$4,000

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the \$10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- > Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: \$10,000

The \$10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (Attachment B). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to \$10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

- A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
 - salaries
 - postal service expenditures
 - travel to the Neighboring County
 - advertising
- B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.
- C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's \$10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the \$10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

- A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.
- B. Public Education on proper hazardous waste management.
 - Developing and distributing educational and public awareness materials.
 - Department authorized training including travel and per diem.
- C. Advertising and sponsoring a hazardous waste collection.
- D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.
- E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).
- F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C PAYMENT REQUEST SUMMARY FORM

Grantee:	Grantee's Grant Manager:
Mailing Address:	
	Payment Request No.:
DEP Agreement No.: <u>S0524</u>	
Date Of Request:	Performance
	Period:
Amount Requested:	

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	75% of total cost	
Salaries	\$	\$
Fringe Benefits	\$	\$
Contractual Services	\$	\$
Supplies/Other Expenses	\$	\$
Travel	\$	\$
Host County Allocation	Up to \$10K/county	
Salaries	\$	\$
Fringe Benefits	\$	\$
Contractual Services	\$	\$
Supplies/Other Expenses	\$	\$
Travel (if authorized)	\$	\$
Equipment	\$	\$
TOTAL AMOUNT	\$	\$
AGREEMENT AMOUNT	\$	
Less Total Cumulative Payments of:	\$	
TOTAL REMAINING IN GRANT	\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

DEP Agreement No. S0524, Attachment C, Page 1 of 2

INSTRUCTIONS FOR COMPLETING ATTACHMENT C PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

<u>"AMOUNT OF THIS REQUEST" COLUMN</u>: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the Agreement on the "AGREEMENT AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "AGREEMENT AMOUNT" for the amount to enter on the "TOTAL REMAINING IN GRANT" line.

<u>"TOTAL CUMULATIVE PAYMENTS" COLUMN</u>: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "TOTALS" line. Do not enter anything in the shaded areas.

<u>GRANTEE CERTIFICATION</u>: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT D

Contract Payment Requirements

Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: <u>http://www.fldfs.com/aadir/reference_guide.htm</u>

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- 1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <u>http://12.46.245.173/cfda/cfda.html.</u>

PART II: STATE FUNDED

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

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <u>https://apps.fldfs.com/fsaa</u> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <u>http://www.leg.state.fl.us/Welcome/index.cfm</u>, State of Florida's website at <u>http://www.fldfs.com/</u> and the Auditor General's Website at <u>http://www.state.fl.us/audgen</u>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient <u>directly</u> to each of the following:

A. The Department of Environmental Protection at the following address:

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

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <u>http://harvester.census.gov/fac/</u>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

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

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department of Environmental Protection at the following address:

Audit Director

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

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

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

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DEP 55-215 (03/09) DEP Agreement No. S0524, Attachment E, Page 3 of 5

2.

Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at the following address:

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

- 5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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4.

EXHIBIT – 1

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

	arces Awarded to the Recipier	nt Pursuant to thi	s Agreement Consist of the Following:	1	
Federal Program		CFDA			State Appropriation
Number	Federal Agency	Number	CFDA Title	Funding Amount	Category
-					

State Resourc	es Awarded to the Recipient	Pursuant to this A	Agreement Consist of the Following Matching Resou	rces for Federal Progra	ams:
Federal Program					State Appropriation
Number	Federal Agency	CFDA	CFDA Title	Funding Amount	Category

State Resource	ces Awarded to the Recipient	Pursuant to this A	greement Co	nsist of the Following Resources Subject	to Section 215.97, F.	S.:
State			· · ·	CSFA Title		State
Program		State	CSFA	or		Appropriation
Number	Funding Source	Fiscal Year	Number	Funding Source Description	Funding Amount	Category
Original	Water Quality Assurance	FY2010-2011	37.007	Cooperative Collection Center Grant	\$14,000.00	050840
Agreement	Trust Fund, Line Item 1820				·	
	-	-		· · · · · · · · · · · · · · · · · · ·		
		• • • • • • • •		Total Award	\$14,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP 55-215 (03/09) DEP Agreement No. S0524, Attachment E, Page 5 of 5

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

\$ Total Federal Financial Assistance Expended during Grantee's mos	ecently completed Fiscal Year:
Total State Financial Assistance Expended during Grantee's most re <u></u> Total Federal Financial Assistance Expended during Grantee's mos	cently completed Fiscal Year:
Total State Financial Assistance Expended during Grantee's most re Total Federal Financial Assistance Expended during Grantee's mos	ecently completed Fiscal Year:
Total Federal Financial Assistance Expended during Grantee's mos	ecently completed Fiscal Year:
\$ Total Federal Financial Assistance Expended during Grantee's mos	ecently completed Fiscal Year:
Total Federal Financial Assistance Expended during Grantee's mos	
Total Federal Financial Assistance Expended during Grantee's mos	
Total Federal Financial Assistance Expended during Grantee's mos	
Φ.	recently completed Figuel Veer
\$	recentry completed Fiscal Tear
	•
CERTIFICATION STATEMENT: I hereby certify that the above information is correct.	

Signature

Date

Print Name and Position Title

DEP Agreement No. S0524, Attachment F, Page 1 of 3

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: <u>Month/Year</u> TO: <u>Month/Year</u>

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ A second s

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

DEP Agreement No. S0524, Attachment F, Page 2 of 3

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. Question: Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. Question: Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. Question: How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. Question: Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. Question: Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. Question: Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2^{nd} notice.

7. Question: Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to <u>Debbie.skelton@dep.state.fl.us</u>

DEP Agreement No. S0524, Attachment F, Page 3 of 3

ATTACHMENT G PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0524 (For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER
	· · · · · · · · · · · · · · · · · · ·		

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

		· · · · · · · · · · · · · · · · · · ·
GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

	BELOW FOR DEP USE ONLY
DEP CONTRACT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.
DEP Contract Manager Signatu	

<u>DEP FINANCE AND ACCOUNTING</u>: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

<u>DEP PROPERTY MANAGEMENT</u>: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

DEP 55-212 (03-02) DEP Agreement No. S0524, Attachment G, Page 1 of 1

ATTACHMENT H

INTERLOCAL AGREEMENT BETWEEN JEFFERSON COUNTY AND MADISON COUNTY FOR HEF REQUESTING 1014 AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 20th day of <u>August</u> 2008, by and between Jefferson County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Host County", and Madison County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Neighboring County".

WITNESSETH:

WHEREAS, the State of Florida has adopted 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 collection to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and 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 Neighboring County have developed a joint grant request, endorsed by both Boards of County Commissioners, and approve the request by 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. <u>Term</u>. The term of this Agreement shall be in effect from the date set forth above until Florida Department of Environmental Protection (FDEP) discontinues the appropriation of funding or by 60 days written notice to terminate by either host or neighboring county.

Section 2. <u>Mutual Covenants</u>. The Host County and Neighboring County agree to the following:

- a) That the grant request is made jointly on behalf of both counties and is hereby approved by both counties to be submitted to the Florida Department of Environmental Protection 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 hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations and grant rules as set forth by the Florida Department of Environmental Protection, and utilize the grant funds solely for the purpose authorized.
- d) That the Neighboring County's collection will be held after execution of a contract with the Florida Department of Environmental Protection for funding and no later

CERTIFIED A TRUE GOPY TIM SANDERS CLERK CIRCUIT COURT MADISON COUNTY, FLORIDA By than June 1, of each contract year.

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Section 3. <u>Responsibilities</u>.

a) Of the Host County:

- (1) The Host County must have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereafter 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) The Host County shall:
 - (a) Assign a project manager to work with the Neighboring County government to establish a site in the Neighboring County for mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
 - (b) Assist the Neighboring County in publicizing and advertising the Neighboring County's hazardous waste collection days.
 - (c) Assign the project manager to be on site during the Neighboring County's collection day.
 - (d) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the contractor's final invoice for services and hazardous waste shipping manifest forms.
 - (e) Pay the contractor for the Neighboring County's hazardous waste collection, and all up front costs through invoice purchase orders for the Neighboring County's hazardous waste collection.
 - (f) Invoice and collect from the Neighboring County its share of cost of the hazardous waste collection.
- (3) The Host County may, upon completion of the Neighboring County's hazardous waste collection, request payment of an additional \$10,000 grant for acting as the host local government under a Cooperative Collection Center Arrangement and submit an invoice to the Department for reimbursement of 75% of the actual cost of the Neighboring County's collection not to exceed the face amount of the grant.

b) Of the Neighboring County:

A Neighboring County shall:

(1) Establish a site for its mobile hazardous waste collection that is acceptable to the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection.

(3) Guarantee funding to the Host County for payment of balance of its collection costs.

- (4) Pay the Host County within thirty (30) working days anter receipt of an invoice from the Host County.
- (5) 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 collection day. This information will be distributed to the local media, schools, agricultural agents, civic and service organizations, and Earth 911 website (www.earth911.org).
- (6) Attend the collection and assist the Host County in overseeing paperwork at the close of the collection.
- (7) Provide the hazardous waste management company under contract to the Host County the names and addresses of regulated small quantity generators of hazardous waste in its county.
- (8) 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. <u>Default and Termination</u>. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating the Agreement with respect to the defaulting party, 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, this 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 the Florida Department of Environmental Protection may impose. Additionally, either party may terminate the Agreement in writing with 90 days notice.

Section 5. <u>Modification</u>. This Agreement may be modified at any time by mutual written consent of the parties and by permission of the Florida Department of Environmental Protection, if such is required.

Section 6. <u>Indemnification</u>. Subject to the provisions of Section 768.28, F.S. each County agrees to indemnify, save and hold harmless all other party members 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 the negligent acts or commissions 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 either county with respect to claims by third parties.

Section 7. <u>Notices</u>. 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:

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If to Jefferson County:

Chairman, Jefferson County Board of County Commissioners County Courthouse, Room 10 Monticello, Florida 32344

If to Madison County:

Chairman, Madison County Board of County Commissioners County Courthouse Madison, Florida 32340 200800014279 Filed for Record in MADISON TIM SANDERS 08-25-2008 At 08:46 nm. AGREEMENT 35.30 DR Volume 919 Page 66 - 69

Section 8. <u>Recording</u>. Each County, upon execution of this Agreement will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Protection.

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

ATTEST:

Kirk Reams, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA

Flex Joyner, Chairman

BOARD OF COUNTY COMMISSIONERS MADISON COUNTY, FLORIDA

Alfred Martin, Chairman

ATTEST: he Court

DEP AGREEMENT NO. S0525

STATE OF FLORIDA HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT ASSISTANCE PURSUANT TO LINE ITEM 1820 OF THE 2010-2011 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Jefferson County Solid Waste Department, 1591 Waukeenah Street, Monticello, Florida 32344 (hereinafter referred to as "Grantee", "Recipient", or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Wakulla County (hereinafter referred to as "Neighboring County") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

- 1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Host County" are used interchangeably.
- 2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2011, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified. All services shall be completed no later than June 12, 2011. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 12, 2011, to assure the funding availability for final payment.
- 3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis as follows:
 - 1. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, up to \$10,000 for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County as identified in the Interlocal Agreement included as Attachment H, under this Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Grantee may request payment for the costs of the collection event. Attachment B provides a list of expenditure categories authorized for reimbursement under this component of the Agreement.
 - 2. The Department shall, on a cost reimbursement basis, compensate the Grantee for 75% of the Neighboring County's collection cost, not to exceed \$17,500 provided proper documentation is submitted. Reimbursable expenditure categories authorized for this component of the Agreement are identified in Attachment B.
 - 3. Maximum compensation available under the terms of this Agreement shall not exceed \$27,500. Expenditures for any work done prior to July 1, 2010 are not reimbursable under this Agreement.
 - 4. Upon completion of the Neighboring County's collection(s), the Grantee shall submit a request for reimbursement of all authorized expenditures associated with that collection. The Grantee may also submit for its authorized hazardous waste management activities (see Attachment B) occurring within the term of this Agreement. Reimbursement

requests shall be in accordance with the requirements contained herein and are due no later than June 12, 2011.

The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as **Attachment D**), the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

- 1. Salaries/Wages List personnel involved, salary rates and hours/time spent on the project.
- 2. Fringe Benefits on Salaries and Wages All fringe benefit rates for salaries and wages shall be supported by audit. If the Department determines that fringe benefit rates charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
- 3. Overhead/Indirect/General and Administrative Costs are not allowable costs for reimbursement under this Agreement.
- 4. Contractual (Subcontractors) Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.
- 5. Travel Reimbursement will be made in accordance with Section 112.061, Florida Statutes.
- 6. Capital Outlay for Equipment Capital outlay will be authorized for those items approved by the Department appearing on Attachment B. The Department reserves the right to approve additional items not listed on Attachment B. The Grantee shall be responsible for acquiring the Department Grant Manager's written approval on items not appearing on Attachment B prior to the procurement of such items. Such equipment shall remain the property of the Grantee upon satisfactory completion of the Agreement. If the Department terminates this Agreement for cause, the Grantee shall reimburse the Department for all capital outlay items purchased with funds from this Agreement within thirty (30) days of such termination.
- 7. Other Expenses (e.g., materials, supplies, copying, mailing, advertising) Must be documented by itemizing and including copies of receipts or invoices.
- C. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the

B.

Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

- 4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- 5. The Grantee shall submit one invoice and a final report as described in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues
 - A. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
 - B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- 8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, Special Audit Requirements, attached hereto and incorporated herein by reference. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

6.

7.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment E, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section _____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Grantee agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, Attachment F, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
- 11. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.
- 12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- 13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston

Department of Environmental Protection Bureau of Solid & Hazardous Waste 2600 Blair Stone Road, MS 4555 Tallahassee, Florida 32399-2400 Phone No.: (850) 245-8731 Fax No.: (850) 245-8811 Email: johnanna.poston@dep.state.fl.us

16. The Grantee's Grant Manager for this Agreement is identified below.

> Elizabeth Thorne Jefferson County Solid Waste Department 1591 Waukeenah Street Monticello, Florida 32344 Phone No.: (850) 342-0184 Fax No.: (850) 342-0185 Email: thornebug@embarqmail.com

- 17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
- 18. Α. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.
 - В. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
- 19. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
- 20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as Attachment G, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
 - The Grantee shall have use of the equipment for the authorized purposes of the contractual A. arrangement as long as the required work is being performed.

- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
- 21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
- 22.
- A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
- 23. The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Grantee shall only employ individuals who may legally work in the United States either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Grantee shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system to verify the employment eligibility of:

• all persons employed by the Grantee, during the term of this Agreement, to perform employment duties within Florida; and,

• all persons (including subcontractors and subrecipients) assigned by the Grantee to perform work pursuant to this Agreement.

The Grantee shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

- 24. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.
- 25. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.
- 26. Land acquisition is not authorized under the terms of this Agreement.
- 27. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

B. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____ Title: By:_____

Secretary or designee

Date:

Date:

ohanna Poston, DEP Grant Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: <u>59-6000690</u>

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment Attachment Attachment Attachment Attachment	A B C D E F	Grant Work Plan (3 Pages) Authorized Expenditure Categories (1 Page) Payment Request Summary Form and Instructions (2 Pages) Contract Payment Requirements (1 Page) Special Audit Requirements (5 Pages) Certification of Applicability to Single Audit Act Reporting (3 Pages) Provide Form (1 Page)
<u>Attachment</u> <u>Attachment</u>	G H	Property Reporting Form (1 Page) Interlocal Agreement (4 Pages)

28.

ATTACHMENT A GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with Wakulla County, in accordance with:

- 1. Section 403.7265, Florida Statutes;
- 2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
- 3. The Interlocal Agreement (Attachment H), attached hereto and made a part hereof.

Any terms of the Agreement and Attachments A and B that vary from those contained in Attachment H, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County. In order to act as a host local government, the Grant is responsible for the following:

- ▶ having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at a Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- > having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Grant Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement(s), is responsible for planning and conducting a hazardous waste collection in the Neighboring County. This shall include the completion of the following activities:

- 1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2011.
- 2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.
- 3. Assist the neighboring county with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at <u>www.Earth911.org</u>.
- 4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.
- 5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm for reference.

- a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
- b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
 - Insurance type (required) and limits (recommended)

c.

е

- i. Workers Compensation legally required limits
- ii. Commercial General Liability \$1,000,000/occurrence, \$2,000,000 aggregate
- d. Hold Harmless Endorsement holds county and state harmless

Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

- 6. Have one or more staff on-site during the collection.
- 7. Collect from each Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.
- 8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.
- 9. Reuse or recycle collected latex paint to the extent possible.
- 10. The Grantee, in accordance with the Interlocal Agreement, Attachment H, shall require each Neighboring County to be responsible for:
 - a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2011.
 - b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.
 - c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.
 - d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.
 - e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Task 1 Timeline: Task 1 must be completed no later than May 31, 2011.

Task 1 Maximum Cost: \$17,500

The Grantee may submit an invoice to the Department for reimbursement of up to 75% of each Neighboring County's collection costs, not to exceed the amounts listed above. Cost categories which are eligible for reimbursement are provided in Attachment B.

Task 1 Deliverable: The Grantee shall provide a final report to the Department detailing work completed, problems encountered and problem resolution. The final report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Task 2 – Host County Activities

The Grantee, may utilize the \$10,000 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2010 through the completion date identified in paragraph 2 of this Agreement. Expenditure categories which are eligible for reimbursement are provided in Attachment B and cover the following activities.

- Collection center improvement costs;
- > Hazardous waste collection operational costs;
- > Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- > Funding to share in each Neighboring County's collection commitment.

Task 2 Timeline: Task 2 must be completed no later than June 12, 2011.

Task 2 Maximum Cost: \$10,000

The \$10,000 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in Authorized Expenditure Categories Form (Attachment B). Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in Authorized Expenditure Categories Form.

Upon completion of the hazardous waste collection in the Neighboring County and of the Host County Activities, the Grantee may request reimbursement of up to \$10,000.00.

Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and invoice generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statues

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ATTACHMENT B AUTHORIZED EXPENDITURE CATEGORIES

Expenditure Categories for Task 1 - Neighboring County Collection Activities:

The categories identified below represent the expenditure categories authorized for reimbursement to the Grantee for each Neighboring County's collection activities under the Cooperative Collection Center Grant. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

- A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.
 - salaries
 - postal service expenditures
 - travel to the Neighboring County
 - advertising
- B. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.
- C. Reimbursing expenses associated with the proper collection, management, and disposal of wastes collected.

Expenditure Categories for Task 2 - the Grantee's \$10,000.00 Host County Allocation:

The expenditure categories listed below provide general ways a host local government (the Grantee) participating in the Cooperative Collection Center Grant may spend the \$10,000.00 per each Neighboring County allocation. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Grant Manager must be obtained.

- A. Equipment for upgrading or expanding the Grantee's local hazardous waste collection center.
- B. Public Education on proper hazardous waste management.
 - Developing and distributing educational and public awareness materials.
 - Department authorized training including travel and per diem.

C. Advertising and sponsoring a hazardous waste collection.

- D. Operation costs (travel, training, equipment, hazardous waste collection, management, and disposal costs) incurred from the Grantee's local hazardous waste collection program.
- E. Operation costs (travel, training, equipment) incurred from the required small quantity generator annual verification and notification program (Section 403.7234 and 403.7225, Florida Statutes).
- F. The Grantee may commit its funding to share in each Neighboring County's collection commitment of 25% or for additional costs that exceed the Department's 75% total collection cost reimbursement.

ATTACHMENT C PAYMENT REQUEST SUMMARY FORM

Grantee:	Grantee's Grant Manager:
Mailing Address:	
	Payment Request No.:
DEP Agreement No.: <u>S0525</u>	
Date Of Request:	Performance
	Period:
Amount Requested:\$	

GRANT EXPENDITURES SUMMARY SECTION

[Effecti	ive Date of Grant through End-of-Grant P	Period]
CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	75% of total cost	
Salaries	\$	\$
Fringe Benefits	\$	\$
Contractual Services	\$	\$
Supplies/Other Expenses	\$	\$
Travel	\$	\$
Host County Allocation	Up to \$10K/county	
Salaries	\$	\$
Fringe Benefits	\$	\$
Contractual Services	\$	\$
Supplies/Other Expenses	\$	\$
Travel (if authorized)	\$	\$
Equipment	\$	\$
TOTAL AMOUNT	\$	\$
AGREEMENT AMOUNT	\$	
Less Total Cumulative Payments of:	\$	
TOTAL REMAINING IN GRANT	\$	

GRANTEE CERTIFICATION

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The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent	
Print Name	Print Name	
Telephone Number	Telephone Number	

INSTRUCTIONS FOR COMPLETING ATTACHMENT C PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

<u>"AMOUNT OF THIS REQUEST" COLUMN</u>: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

<u>"TOTAL CUMULATIVE PAYMENTS" COLUMN</u>: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "TOTALS" line. Do not enter anything in the shaded areas.

<u>GRANTEE CERTIFICATION</u>: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT D

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs:

If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: <u>http://www.fldfs.com/aadir/reference_guide.htm</u>

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply and cooperate with any monitoring such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- 1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <u>http://12.46.245.173/cfda/cfda.html</u>.

PART II: STATE FUNDED

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

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <u>https://apps.fldfs.com/fsaa</u> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <u>http://www.leg.state.fl.us/Welcome/index.cfm</u>, State of Florida's website at <u>http://www.fldfs.com/</u> and the Auditor General's Website at <u>http://www.state.fl.us/audgen</u>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient <u>directly</u> to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director

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

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <u>http://harvester.census.gov/fac/</u>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

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

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director

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

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

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

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Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

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

- Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- Recipients, when submitting financial reporting packages to the Department of Environmental Protection 6. for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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4.

5.

$\mathbf{EXHIBIT}-\mathbf{1}$

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

Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
	······				

State Resource	State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal					State	
Program					Appropriation	
Number	Federal Agency	CFDA	CFDA Title	Funding Amount	Category	
			· · · · · · · · · · · · · · · · · · ·			

State				CSFA Title		State
Program		State	CSFA	or		Appropriation
Number	Funding Source	Fiscal Year	Number	Funding Source Description	Funding Amount	Category
Original	Water Quality Assurance	FY2010-2011	37.007	Cooperative Collection Center Grant	\$27,500.00	050840
Agreement	Trust Fund, Line Item 1820					

Total Award \$27,500.00

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP 55-215 (03/09) DEP Agreement No. S0525, Attachment E, Page 5 of 5

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:
Grantee Fiscal Year Period: FROM: TO:
Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:
Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:
CERTIFICATION STATEMENT:

I hereby certify that the above information is correct.

Signature

Date

Print Name and Position Title

DEP Agreement No. S0525, Attachment F, Page 1 of 3

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. Question: Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. Question: Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. Question: How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. Question: Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. Question: Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. Question: Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2^{nd} notice.

7. Question: Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to <u>Debbie.skelton@dep.state.fl.us</u>

ATTACHMENT G PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0525 (For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER
		-	
	· · · · · · · · · · · · · · · · · · ·		

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:

Grantee's/Contractor's Project Manager:

Date:

DEP CONTRACT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRAC
	FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS T
	FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 32
	FOR PROPERTY GUIDELINES.

DEP_FINANCE_AND_ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

<u>DEP PROPERTY MANAGEMENT</u>: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

ATTACHMENT H

INTERLOCAL AGREEMENT BETWEEN JEFFERSON COUNTY AND WAKULLA COUNTY FOR THE REQUEST. AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 1^{5^*} day of <u>Ochler</u> 2001, by and between Jefferson County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Host County", and Wakulla County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Neighboring County".

WITNESSETH:

WHEREAS, the State of Florida has adopted 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 collection to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and 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,

WHERBAS, the Host County and Neighboring County have developed a joint grant request, endorsed by both Boards of County Commissioners, and approve the request by 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. <u>Term</u>. The term of this Agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection (FDEP) discontinues the appropriation of funding or by consent of either host or neighboring county.

Section 2. <u>Mutual Covenants</u>. The Host County and Neighboring County agree to the following:

a)That the grant request is made jointly on behalf of both counties and is hereby approved by both counties to be submitted to the Florida Department of Environmental Protection 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 hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations and grant rules as set forth by the Florida Department of Environmental Protection, and utilize the grant funds solely for the purpose authorized. That the Neighboring County's collection will be held after execution of a contract with the Florida Department of Environmental Protection for funding and no later than May 15 of FDEP's fiscal year.

Section 3. Responsibilities.

a) Of the Host County.

- (1) The Host County must have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereafter 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) A Host County shall:
 - (a) Assign a project manager to work with the Neighboring County government to establish a site in the Neighboring County for mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
 - (b) Assist the Neighboring County in publicizing and advertising the Neighboring County's hazardous waste collection days.
 - (c) Assign the project manager to be on site during the Neighboring County's collection day.
 - Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the contractor's final invoice for services and hazardous waste shipping manifest forms.
 - (e) Pay the contractor for the Neighboring County's hazardous waste collection, and all up front costs through invoice purchase orders for the Neighboring County's hazardous waste collection.

(f) If 25% of the cost of the event exceeds \$1000.00, Host County will pay the excess out of its \$10,000.00 grant from FDEP.

b) Of the Neighboring County:

)

A Neighboring County shall:

- (1) Establish a site for its mobile hazardous waste collection that is acceptable to the Host County.
- (2) Work with the Host County to choose a mutually convenient date for the collection.
- (3) 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 collection day. This information will be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(4) Provide sufficient labor to assist Host County personnel and contract labor at the event to ensure adequate manpower.

- (5) Attend the collection and assist the Host County in overseeing paperwork at the close of the collection.
- (6) Provide to the Host County the names and addresses of regulated small quantity generators of hazardous waste in its 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.

or \$1000.00.

Pay to the Host County 25% of the total cost of the collection event whichever is less.

Section 4. <u>Default and Termination</u>. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating the Agreement with respect to the defaulting party, 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. In the event said default is not cured within the time provided, this Agreement with respect to the defaulting party to cure the default. In the event said default is not cured within the time provided, this 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 the Florida Department of Environmental Protection may impose. Additionally, either party may terminate the Agreement in writing with 90 days notice.

Section 5. <u>Modification</u>. This Agreement may be modified at any time by mutual written consent of the parties and by permission of the Florida Department of Environmental Protection, if such is required.

Section 6. <u>Indemnification</u>. Subject to the provisions of Section 768.28, F.S. each County agrees to indemnify, save and hold harmless all other party members 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 the negligent acts or commissions 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 either county with respect to claims by third parties.

Section 7. <u>Notices</u>. 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:

If to Jefferson County: Chairman, Jefferson County Board of County Commissioners County Courthouse Monticello FL 32344 If to Wakulla County:

Chairman, Wakulla County Board of County Commissioners P.O. Box 1263 Crawfordville FL 32326

Section 8. <u>Recording</u>. Each County, upon execution of this Agreement will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Protection.

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

BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA Chairma Attest BOARD OF COUNTY COMMISSIONERS FLORIDA WAKULLAY Attest County Admitistrator

DEP Agreement No. S0525, Attachment H, Page 4 of 4

OPEN TO THE PUBLIC

The Savvy Senior is a lunch and learn program for older adults who want to learn more about creating and maintaining healthy, happy, and active lifestyles.

There is no charge: just bring your lunch. Drinks will be provided. Please **RSVP** to 850-523-7333.

> The Jefferson County Savvy Senior will be held at the

Monticello Opera House 185 W. Washington Street Monticello, FL



Capital Health Plan Proudly Presents



Join us Thursday, January 20, at 12:00 pm

Featuring

Eat Well to Live Well

Presented by: Melissa Dancer-Brown, RD, LD/N Hosted by: Anna Johnson Riedel



Melissa Dancer-Brown is a registered and licensed dietitian.

Anna is one of the most familiar faces in North Florida as the former morning host for WCTV's "Good Morning Show."



Some things get better with age. Capital Health Plan is one of them.

Capital Health Plan is a health plan with a Medicare contract. If you have questions or for accommodation of persons with special needs at sales meetings call 850-523-7441 or 1-877-247-6512 (TTY 850-383-3534 or 1-800-955-8771), 8 a.m. to 8 p.m., seven days a week. A licensed, authorized representative will be present with information and applications for Capital Health Plan Medicare Advantage (HMO) plans.

H5938 DP 199 File & Use 10102010

January 12, 2011

AGENDA

1. 9:00 A.M. – Call to order

JEFFERSON COUNTY UTILITY COORDINATION COMMITTEE

December 8, 2010

Minutes

The regular monthly meeting of the Jefferson County Utility Coordinating Committee was held on December 8, 2010 at the Jefferson County Road Dept 1484 S Jefferson Street.

The meeting was called to order by Bob Cooper, representing Jefferson County Water System. The other members present were:

Bruce Mitchell-representing Jefferson County Road Dept Buddy Westbrook-representing American Underground Utilities Juan DaCosta-representing Progress Energy Steven Wingate-representing City of Monticello

Motion was made and carried to approve the minutes on November 10,

2010

City of Monticello began pumping reconstituted water to Simpson Nursery, street overlay continues, relining of sewer system continues, new waste treatment project also to finish. Progress Energy business as usual.

Bob Cooper, representing Jefferson County Water System will host the meeting on January 12, 2011

There being no further business, motion was made, seconded, and carried to adjourn.

Bob Cooper, Chairman

Jefferson County Cooperative Extension Office Monthly Report – Board of County Commissioners Dec, 2010 (submitted to County Coordinator, Dec 5)

4-H Youth Activities

- JGL- 4-H Newsletter prepared and sent
- JGL Prepared and sent the 2009-2010 Plan of Work and Report of Accomplishment -
- GN 4-H Sewing throughout the month
- JGL- Extension Professional Association of Florida Board Meeting Dec. 1
- JGL- Legislative Committee Meeting Dec 1
- JGL County Council Mgt. Dec 6
- JGL Safe & Nurturing Environment Committee Mgt. Dec 6
- JGL Local Legislators Meeting Dec 6.
- JGL Whole child Coalition Mgt. Dec 7
- JGL 5th 4-H Club Meeting Dec 8
- JGL County Wide 4-H Tropicana Public Speaking Contest Dec 9
- JGL 4th Grade 4-H Club Meeting Dec. 10
- JGL Ag. Adventure Post Planning Mgt. Dec 13
- JGL 4-H District Agent Mgt. Dec 13
- JGL County Council Nursing Home Visit Dec 13
- JGL Mtg/ with Nick Flynt Dec 3
- JGL 3rd Grade 4-H Club Meeting Dec14
- JGL Covenant Hospice Advisory Committee Mgt. Dec 14
- JGL Epsilon Sigma Phi Board Meeting Dec 15
- JGL County Council X-mas Dinner Dec 16
- JGL County Council Deliver Food Basket to needy Dec 16
- JGL Safe and Nurturing Environment Committee Meeting Dec 16
- JGL Mgt. w/ Jefferson County Farmers Dec 17
- JGL JOY Toy Giveaway Dec 22

Family & Consumer Sciences

• Position has been filled

Agriculture and Natural Resources Activities

- JED Madison County Cattlemens' Association Meeting Dec 6
- JED Advisory Committee Meeting Dec 14
- JED Jefferson County Soil & Water Conservation Meeting Dec 14

Presentations

"Managing Crimson Clover for Reseeding" Madison County Cattlemens' Association

Ongoing

Field and office visits for forage management and weed identification Soil test interpretations, fertilizer and pesticide recommendations, insect identification IFAS Year End report preparation

FAMU, 4-H & Ag Agent – Jefferson County

- CW Attended NW District AG-PIT Protected Agriculture training(Quincy) Dec 2
- CW Met with Tom Wichman, State Coordinator, Master Gardener Program Dec 6
- CW Met with local growers about county issues(Gallons & Barnhart) Dec 17
- CW Talked with Lisa Gaskalla, Ag in the Classroom to coordinate a seminar in Jefferson County Dec 17

Administrative and Other Activities, Faculty and Staff

- JGL- Office Staff Meeting- Dec 9
- JGL Dept. Heads Mtg. Dec 21
- JGL Interviewed FCS Agent, Gainesville, FL Dec 20
- JGL--BCC Meeting, Dec 1
- JGL- BCC Meeting, Dec 17

Jefferson County Fire Rescue Monthly Department Report

TO: Mr. Roy Schleicher County Coordinator DATE: 14 January 2011

SUBJECT: Department Directors Report

FROM: Mark Matthews, Chief Jefferson County Fire Rescue REFERENCE: DECEMBER 2010 Report ATTACHMENTS: 0

JCFR CALLS FOR SERVICE THIS MONTH

2010	DECEMBER	Y.T.D.
FIRE	38	550
EMS	193	2411
	Total	2961

DECEMBER 2010 EMS COLLECTIONS - \$61,451.06

F/Y 2011 EMS COLLECTIONS TOTAL - \$209,520.83

RADIO EQUIPMENT The radio equipment has been ordered and we are waiting for delivery.

NEW STATION UPDATE Workshop scheduled for February 7, 2011

BUDGET UPDATE There have been no unexpected expenditures from either the Fire or EMS budgets.

JEFFERSON COUNTY/CITY OF MONTICELLO BUILDING INSPECTION AND CONTRACTOR LICENSING

445 WEST PALMER MILL ROAD (*) MONTICELLO, FLORIDA 32344

Г

Phone: (850) 342-0223 Fax: (850) 342-0225

MONTHLY REPORT				
December 2010		December 2009		
Building	17	Building	15	
Electrical	16	Electrical	13	
Plumbing	3	Plumbing	2	
Mechanical	11	Mechanical	5	
Mobile Homes	1	Mobile Homes	3	
Relocate	0	Relocate	0	
Demolish	1	Demolish	0	
Miscellaneous	0	Miscellaneous	6	
City Permit	17	City Permits	8	
City Fees	\$3,410.76	City Fees	\$605.80	
County Permits	32	County Permits	36	
County Fees	\$3,257.87	County Fees	\$5,321.67	
Total		Total		
City/County Permits	49	City/County Permits	44	
City/County Fees	\$6,668.63	City/County Fees	\$5,927.47	

December 2010		December 2009	
Radon Fee	\$267.01	Radon Fee	\$388.63
Building Permit Fee	\$6,146.62	Building Permit Fee	\$4,728.84
Mobile Home Permit Fee	\$255.00	Mobile Home Permit Fee	\$810.00
Home Inspections Fee	\$0.00	Home Inspections Fee	\$0.00
Contractor Licenses Fee	\$0.00	Contractor Licenses Fee	\$0.00
Business & Home Occup Fee	\$364.00	Business & Home Occup Fee	\$359.00
Total	\$7,032.63	Total	\$6,286.47

December 2010		December 2009	
New Construction Permits (Residential)	1	New Construction Permits (Residential)	2
Commercial Permits (Non-Residential)	2	Commercial Permits (Non-Residential)	0
Mobile Home Permits	1	Mobile Home Permits	3
Repair & Addition Permits	45	Repair & Addition Permits	34
Miscellaneous Permits (Sheds, Workshop, Signs, Barns, Pools)	0	Miscellaneous Permits (Sheds, Workshop, Signs, Barns, Pools)	6
Total	49	Total	45
Valuation		Valuation	
Valuation Home Permits	\$169,459	Valuation Home Permits	\$499,261
Valuation Commercial Permits	\$380,287	Valuation Commercial Permits	\$0
Valuation Other Permits (Including Additions, Re-roof, & Non- Residential Structures)	\$239,592	Valuation Other Permits (Including Additions, Re-roof, & Non- Residential Structures)	\$264,266

JEFFERSON COUNTY PLANNING AND ZONING DEPARTMENT

445 WEST PALMER MILL ROAD (*) MONTICELLO, FLORIDA 32344

Phone:	(850) 342-0223
Fax:	(850) 342-0225

December 2010		December 2009	
Zoning Verification Fee	\$0.00	Zoning Verification Fee	\$75.00
Simple Lot Split Fee	\$0.00	Simple Lot Split Fee	\$200.00
Family Subdivision Fee	\$0.00	Family Subdivision Fee	\$0.00
Minor Development Fee	\$2,000.00	Minor Development Fee	\$0.00
Major Development Fee	\$0.00	Major Development Fee	\$0.00
Variance Fee	\$0.00	Variance Fee	\$0.00
Minor Re-plat Fee	\$200.00	Minor Re-plat Fee	\$100.00
Comp Plan Amendment Fee	\$0.00	Comp Plan Amendment Fee	\$0.00
Development Permits Fee (Mobile Homes)	\$285.00	Development Permits Fee (Mobile Homes)	\$855.00
Development Permits Fee (Residential)	\$1,004.92	Development Permits Fee (Residential)	\$3,445.12
Development Permits Fee (Commercial)	\$1,724.21	Development Permits Fee (Commercial)	\$0.00
Development Permits Fee (Misc:Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	\$0.00	Development Permits Fee (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	\$820.00
Total	\$5,214.13	Total	\$5,495.12

December 2010		December 2009	
Simple Lot Splits (No. Lots Created)	0	Simple Lot Splits (No. Lots Created)	2
Family Subdivisions (No. Lots Created)	0	Family Subdivisions (No. Lots Created)	1
Minor Development (No. Lots Created)	0	Minor Development (No. Lots Created)	0
Major Development (No. Lots Created)	2	Major Development (No. Lots Created)	0
Variance	0	Variance	0
Minor Replats	2	Minor Replats	1
Comp. Plan Amendments	0	Comp. Plan Amendments	0
Development Permits (Mobile Homes)	1	Development Permits (Mobile Homes)	3
Development Permits (Residential)	1	Development Permits (Residential)	3
Development Permits (Commercial)	2	Development Permits (Commercial)	0
Development Permits (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	0	Development Permits (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	6
Total	8	Total	16

December 2010		December 2009	
Emergency Medical Impact Fee	\$123.72	Emergency Medical Impact Fee	\$371.16
Fire/Rescue Impact Fee	\$96.32	Fire/Rescue Impact Fee	\$288.96
Transportation Impact Fee	\$0.00	Transportation Impact Fee	\$0.00
Law Enforcement Impact Fee	\$0.00	Law Enforcement Impact Fee	\$0.00
911 Address Fee	\$200.00	911 Address Fee	\$200.00
Driveway Permit Fee	\$159.00	Driveway Permit Fee	\$159.00
Total	\$579.04	Total	\$1,019.12

Disaster Recovery Initiative Program Monthly Status Report (Due to HUD reporting requirements, this report is due to DCA on the last business day of the month.)											
Month JanFebMarAprMayJuneJulyAug_10SeptOctNovDec_XX Year2010											
Local Government: Jefferson County Contract Number: 10DB-K4-02-43-01-K19											
Local Contact Person: Lola Hightower and Sonora Walker Contract Start and End Date: June 16, 2010											
Email Address: Ihightow	ver@jeffersoncountyfl.go	ov and swalker@meridserv	v.com		Date of Last Modifi	cation:					
Telephone Number: 850)-342-0175 and 850-877-1	1908			Congressional Dist	ti 2nd & 4th	Local Governmen	nt DUNS Number:	034119979		
Total Regular Grant \$	197,11.00	Total Affordable Rental	Housing Set-Aside (2008	Storm Series o	only) \$27,595.54		Total Amount Red	quested to Date \$0	0.00		
		·			er Recovery Activ	vities		•			
1	2	3	4	5		6		7		8	
	Units Completed Beneficiaries Served if Known LMI Beneficiaries Served This Month										
		Total requested funds as of the last day of the month being	only) as of the last day of the	Unit of Measure (HU, UNIT, # of					50% AMI and below	51% to 80% AMI	
Activity #	Name of Activity	reported on	month being reported on	Parcels, etc.)	This Month Only	Total to Date	This Month Only	Total to Date			
21A 14A	Administration Rehabilitation			·							
8	Temporary Relocation										
0											
						l l					
то	TOTALS 0 0 0 0 0 0 0										

Use the space below to provide a detailed narrative description of the current status of the project, including extenuating circumstances that may delay project completion. You may wish to refer to the Activity Work Plan (in the contract) to provide this description. The monthly status report should correspond to Attachment A of your contract. Use additional pages as needed. Use a separate page for each activity number if necessary, delineating by service area. Please identify progress by activity number (21A, etc).

A _ 41		
Activity #	Name of Activity Administration	Preparing for Re-Advertisement for Single Family and Rental homeowners
200		Completed environmental review and request for release of funds documentation to DCA.
		Prepared Application package for Single Family homeowners
		Prepared Application package for Affordable Rental Owners
		One Single Family homowener responded to previous advertisment.
		Beginning Contractor Outreach
14A	Rehabilitation	
8	Temporary Relocation	

	Affordable Rental Housing Activities (2008 Storm Series only)								
1	2	3	4	5		6		7	
		Total Funds Requested as of	Total Funds Expended as of the	Unit of Measure	Units Completed		Beneficiaries at 50% AMI or Below Served if Known		
Activity #	Name of Activity	the last day of the month being reported on		(HU, UNIT, # of Parcels, etc.)	This Month Only	Total to Date	This Month Only	Total to Date	
TO.	TALS	0.00	0.00		0	0	0	0	

Use the space below to provide a detailed narrative description of the current status of the project, including extenuating circumstances that may delay project completion. You may wish to refer to the Activity Work Plan (in the contract) to provide this description. The monthly status report should correspond to Attachment A of your contract. Use additional pages as needed. Use a separate page for each activity number if necessary, delineating by service area. Please identify progress by activity number (21A, etc).

Activity #	Name of Activity	

Enter address(es) of units for which funds have been expended. Include street address, city and zip code.											
The address should correspond with the activity work plan.											
Activity #	Name of Activity Address City Zip Code										
Date of Fair Housing					Number in attendance, reached, or						
Activity		Ту	pe of Activity		served						
15-Jul-10	Fair Housing for Local Elected C	Officials and Realtors			10						
Summary of All Benefic	aries by Race (reported fo	or Fair Housing and EO p	urposes). Race is determ	nined by head of household.							
Racial Code Served this Month Served to Date		Racial Code		Served this Month	Served to Date						
White (11)		American Indian or Alaskan Native and White (16)									
African American (12)	an American (12) Asian and White (17)		Asian and White (17)								
Asian (13)				African American and White (18)							
American Indian or Alaskan Na	American Indian or Alaskan Native (14)		American Indian/Alaskan Native and African American (19)								
Native Hawaiian Pacific Islander (15)		Other Multi-racial (20)									

This form should be emailed to disasterrecovery@dca.state.fl.us. Please copy your grant manager. Contact disasterrecovery@dca.state.fl.us for further assistance.

Please note that this form may be modified as necessary in order to meet HUD requirements.

Internal Use Only:

Reviewed/Approved By:______(Grant Manger)

Date: _____