

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/18/97

Contract/Lease Control #: C96-0037-^{PWF}~~PW9~~-05 *da*

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: CALHOUN COUNTY

Lessor: _____

Effective Date: 11/18/97 \$50,000

Term: EXPIRES: 12/31/2005 - INDEFINITE *ADDITIONAL EXECUTE WITH BUDGET* 

Description of Contract/Lease: USE OF COOP COLLECTION CENTER

Department Manager: PUBLIC WORKS

Department Monitor: JIM REECE

Monitor's Telephone #: 651-7395

Monitor's FAX #: 651-7397

Date Closed: _____

INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND CALHOUN COUNTY FOR THE REQUEST
AND USE OF THE COOPERATIVE COLLECTION
CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 24th day of Oct. 2005, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Host County", and Calhoun 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. Term. The term of this Agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding or by mutual consent of either Host or Neighboring County.

Section 2. Mutual Covenants. 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.

CONTRACT: COOP COLLECTION
CENTER
CONTRACT NO.: C96-0037-SN1-05
CALHOUN COUNTY
EXPIRES: INDEFINITE

- 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 than November 1, of each contract 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.
 - (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 after receiving 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, and civic and service organizations.
- (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. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating 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. Modification. 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. Indemnification. 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. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to Okaloosa County: Chairman, Okaloosa County
Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, Florida 32579

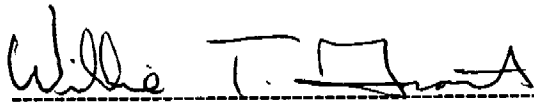
If to Calhoun County: Chairman, Calhoun County
Board of County Commissioners

Section 8. Recording. 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.

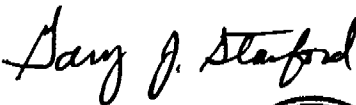
ATTEST:

BOARD OF COUNTY COMMISSIONERS
CALHOUN COUNTY, FLORIDA



Chairman

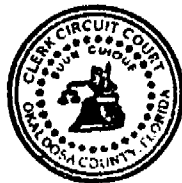
ATTEST:



BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



WILLIAM J. ROBERTS III, Chairman



**DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT REVIEW FORM**

DEP CONTRACT NO. HW422
FUNDING LETTER INCREASE NO. _____

(1) ORIGINAL X AMENDMENT NO. _____ CHANGE ORDER NO. _____

(2) CONTRACTOR, MAILING ADDRESS & TELEPHONE #
Okaloosa County
Board of County Commissioners
Okaloosa County Recycling
1759 S Ferdon Blvd.
Crestview FL 32536

PHONE# 850/689-5774 sc 698-5774
(project mgr: Mr. Jim Reece)

(3) Contractor FEID/SSN:
FEID 59-6000765

(4) TYPE: SERVICES X COMMODITIES _____
GRANT _____ CONCESSION _____
OTHER _____
(6) PROCUREMENT METHOD: exempt

(5) DMS CLASS CODE: 991-320
(7) BEGIN DATE: from execution END DATE: ~~11/1/00~~ 10/31/00

(3) SUBJECT/DESCRIPTION:

Cooperative Collection Center Arrangement Grant
Provides a smaller "neighboring" county the opportunity of a hazardous waste collection event for which the State pays up to 75%. A "host" county with an established collection program receives up to \$10,000 for assisting with the collection event.

(9) TOTAL AMOUNT: \$ 15,000
ARE FEDERAL FUNDS SUPPORTING THIS CONTRACT? no
IF YES, SPECIFY THE FEDERAL FUNDING SOURCE AND CFDA NO.: _____

Aid To Local Governments yes
ARE GRANTS-IN-AID APPROPRIATIONS SUPPORTING THIS CONTRACT? yes
Local Hazardous Waste Collection from the WQATF
IF YES, LIST THE LINE ITEM APPROPRIATION NO.: 1246
(10) DELEGATION OF AUTHORITY: Directive 315
(11) CMDE: N/A
(12) ARE EQUIPMENT PURCHASES AUTHORIZED UNDER THIS AGREEMENT? possibly
IF YES, WILL DEP RETAIN EQUIPMENT UPON CONTRACT COMPLETION? no

(13) COMMENTS/EXPLANATION:
Contractor holds one or more advertised hazardous waste collections in Calhoun County

| (14) ORGANIZATION CODE | E. O. | OBJECT CODE | MODULE | SPECIAL CATEGORY | GRANT NUMBER | YR. | AMOUNT |
|------------------------|-------|-------------|--------|------------------|--------------|-------|-----------|
| 37 450302000 | 8D | 790090 | 8140 | 050840 | N/A | 99/00 | \$ 15,000 |
| 37 | | | | | | | \$ |
| 37 | | | | | | | \$ |

(15) DIVISION/DISTRICT: Waste Mgt. (16) BUREAU/OFFICE: Solid & Hazardous Waste
(17) PROJECT MANAGER: Jan Kleman (18) TELEPHONE NO.: 813/744-6100 #320 sc 512-1042#320 M.S.# N/A N/A

| (19) Approved By - Signature: | Date: |
|---|----------------|
| Contract Manager/Originator: <u>[Signature]</u> | <u>8-6-99</u> |
| Budget Representative: <u>[Signature]</u> | <u>9-22-99</u> |
| Bureau Chief: <u>[Signature]</u> | <u>9/22/99</u> |
| Division Director: <u>[Signature]</u> | <u>9/24/99</u> |
| Quality Assurance: <u>N/A</u> | |
| Contracts Administrator: <u>[Signature]</u> | <u>9-15-99</u> |
| Purchasing: <u>N/A</u> | |
| *General Counsel: <u>[Signature]</u> | <u>9/16/99</u> |
| IRAS/DIS: <u>N/A</u> | |
| INTRPAC: <u>N/A</u> | |

(20) Notes/Instructions (Reviewers Only)

DEP CONTRACTS SECTION USE ONLY

*General Counsel review not required for contracts not exceeding \$23,000 and using DEP 11-011.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AGREEMENT FOR FUNDING FOR ESTABLISHING A HAZARDOUS WASTE
COOPERATIVE COLLECTION CENTER ARRANGEMENT
WITH CALHOUN COUNTY**

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 (hereinafter referred to as the "Department") and Okaloosa County Board of County Commissioners whose address is Okaloosa County Recycling Department, 1759 Ferdon Boulevard, Crestview, Florida 32536 (hereinafter referred to as the "Contractor"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with Calhoun County.

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

1. The Department does hereby retain the Contractor to establish a hazardous waste cooperative collection center arrangement, as defined in Attachment A, with Calhoun County (hereinafter referred to as the Neighboring County) and the Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products or materials necessary to perform this Contract shall be supplied by the Contractor.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a cost reimbursement basis as follows:
 - A. For satisfactory performance, the Department agrees to reimburse the Contractor, 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 under the Hazardous Waste Cooperative Collection Center Arrangement Grant. Upon completion of the collection and with proper documentation that the collection occurred, the Contractor may request payment. Attachment B provides a list of expenditure categories authorized for reimbursement under this component of the Contract.
 - B. The Department shall, on a cost reimbursement basis, compensate the Contractor for 75% of the Neighboring County's collection cost, not to exceed \$5,000, provided proper documentation is submitted. Reimbursable expenditures authorized for this component of the Contract are identified in Attachment B.
 - C. Maximum compensation available under the terms of this Contract shall not exceed \$15,000. Expenditures for any work done prior to the execution of this Contract are not reimbursable under this Contract.

- D. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
5. A. Final requests for reimbursement of authorized and documented Neighboring County hazardous waste expenditures, not to exceed \$5,000, shall be submitted to the Department no later than November 17, 2000. Documentation of the occurrence of the collection must accompany the invoice.
- B. Upon completion of the Neighboring County's collection(s), the Contractor shall submit a final request for reimbursement of all authorized expenditures associated with that collection. The Contractor may then submit a reimbursement request(s) for its authorized hazardous waste management activities (see Attachment B) occurring within the term of this Contract. Reimbursement requests shall be in accordance with the requirements contained herein and are due no later than November 17, 2000.
- C. The State Comptroller requires detailed supporting documentation of all costs under a cost reimbursement contract necessary for preaudit and postaudit review. In accordance with the Comptroller's Contract Payment Requirements (attached hereto and made a part hereof as Attachment C), the Contractor shall be responsible for complying with the minimum requirements contained therein and for providing check numbers or copies of actual checks evidencing payment of invoiced items under a cost reimbursement contract. 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. Overhead/Indirect/General and Administrative Costs - 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 the Contractor exceeded the rates supported by audit, the Contractor 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. Contractual (Subcontractors) - Reimbursement request for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. 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 Contractor 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.

The Department acknowledges that some subcontracted services will be based on reimbursement categories and units of measure that differ from those indicated for the Contractor. The appropriate units of measure for the service provided must be documented under a cost reimbursement contract (i.e., travel reimbursement will be authorized in accordance with the travel requirements of the Contractor; drilling subcontracts may be based on a per foot or per well cost; concrete slab work may be based on a per foot cost; expense items needed which are not included in the per unit price must be supported by appropriate receipts equivalent to that required of the Contractor).

4. Travel - Travel expenses and per diem must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be made in accordance with Section 112.061, Florida Statutes.
 5. Capital Outlay for Construction and 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 Contractor shall be responsible for acquiring the Department Project 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 Contractor upon satisfactory completion of the Contract. If the Department terminates this Contract for cause, the Contractor shall reimburse the Department for all capital outlay items purchased with funds from this Contract within thirty (30) days of such termination.
 6. Other Expenses (e.g., materials, supplies, phone, reproduction, mailing) - Must be documented by itemizing and including copies of receipts or invoices.
- D. Each invoice submitted must be in detail sufficient for preaudit and postaudit review. Five copies of each invoice, including appropriate backup documentation, shall be submitted to:

Florida Department of Environmental Protection
Southwest District Office
Attn: Ms. Jan Kleman
3804 Coconut Palm Drive
Tampa, Florida 33619-8218

A final invoice must be submitted by November 17, 2000, to assure availability of funding for final payment.

6. This Contract shall begin upon execution by both parties or November 2, 1999, whichever date is later, and end October 31, 2000, inclusive. A final invoice shall be submitted no later than November 17, 2000, to assure the availability of funding for final payment. This Contract may be renewed for an additional term not to exceed the original Contract period unless the original Contract period is 24 months or less, in which case the Contract may be renewed up to two additional one-year periods. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.
7. Pursuant to Section 215.422, Florida Statutes, the Department's Project Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Banking and Finance within twenty (20) days; and the Department of Banking and Finance is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Banking and Finance who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/410-9724 or 1-800-848-3792.
8. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within 40 days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be

enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), by Comptroller's Memorandum No. 11 (1998-99) dated December 2, 1998, has been set at 10.0% per annum or .02740% per day. The revised interest rate for each calendar year beyond 1999 for which the term of this Contract is in effect can be obtained by calling the Department of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the Department's Contracts Section at 850/922-5942.

9. 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.

The Contractor 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.

10. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 11.

11. Any and all notices shall be delivered to the parties at the following addresses:

| <u>Contractor</u> | <u>Department</u> |
|--|---|
| Mr. Jim Reece Okaloosa County Recycling Department 1759 S. Ferdon Boulevard Crestview, Florida 32536 | Ms. Jan Kleman Florida Department of Environmental Protection Southwest District Office 3804 Coconut Palm Drive Tampa, Florida 33619 |

12. Pursuant to Section 216.2815, Florida Statutes, all records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under general law.

This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.

13. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract 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 Contract and for three years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

14. In addition to the provisions contained in paragraph 13 above, the Contractor shall comply with the applicable provisions contained in Attachment D. A revised copy of Attachment D, Exhibit-1, must be provided to the Contractor with each amendment which authorizes a funding increase or decrease.

The revised Exhibit-1 shall summarize the funding sources supporting the Contract for purposes of assisting the Contractor in complying with the requirements of Attachment D. If the Contractor fails to receive a revised copy of Attachment D, Exhibit-1, the Contractor shall notify the Department's Contracts Administrator at 850/922-5942 to request a copy of the updated information.

15. The Department's Project Manager is Jan Kleman, Environmental Specialist, Phone 813/744-6100, Extension 320 or SunCom 512-1042. The Contractor's Project Manager is Mr. Jim Reece, Phone 850/689-5774 or SunCom 698-5774. All matters shall be directed to the Project Managers for appropriate action or disposition.
16. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
17. Because sample collection and chemical and biological analyses are not part of the Contract Scope of Services, a Quality Assurance Plan shall not be required for performance of services under the terms of this Contract.
18. The Contractor 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.
19. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
20. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
21. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
22. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
23. 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 Contract.
24. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
25. The Contractor shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the Department's Project Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses

or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

26. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor 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 Contractor. 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 Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
27. The Contractor shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; comprehensive 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 Contractor 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 Contractor.

The Contractor warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor.

28. Upon satisfactory completion of this Contract, the Contractor may retain ownership of the equipment purchased under this Contract.
 - A. The Contractor is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
 - B. The Contractor is responsible for any loss, damage, or theft of, and any loss or damage 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.
29. In accordance with Section 216.347, Florida Statutes, the Contractor is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch or a state agency.
30. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Contract.
31. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

32. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

33. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract 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 Contract, unless otherwise provided herein.

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

OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: *Dennis P. Nelson*
Chairman*

Date: _____

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: *William W. Hoiday*
Secretary or Designee

Date: 9/22/99

DEP Contract Manager

Guenevee Holgray
DEP Contracts Administrator

FEID No. 59-6000765

Approved as to form and legality:

Mman b
DEP Assistant General Counsel

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

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

| Specify Type | Letter/ Number | Description (include number of pages) |
|-------------------|----------------|---|
| <u>Attachment</u> | <u>A</u> | <u>Scope of Services (3 Pages)</u> |
| <u>Attachment</u> | <u>B</u> | <u>Expenditure Categories (2 Pages)</u> |
| <u>Attachment</u> | <u>C</u> | <u>Comptroller Contract Payment Requirements (1 Page)</u> |
| <u>Attachment</u> | <u>D</u> | <u>Special Audit Requirements (10 Pages)</u> |
| <u>Attachment</u> | <u>E</u> | <u>Request for Funding (1 Page)</u> |
| <u>Attachment</u> | <u>F</u> | <u>Interlocal Agreement (4 Pages)</u> |

ATTACHMENT A

Scope of Services

The Florida Department of Environmental Protection (Department) hereby provides funding to the Contractor for the purpose of fulfilling the role of a host local government in establishing a hazardous waste cooperative collection center arrangement, in accordance with: 1) any subsequent policies regarding local hazardous waste collection centers which the Department shall provide to the Contractor during the term of this Contract; 2) the Scope of Work contained in the Contractor's Request for Funding (Attachment E, attached hereto and made a part hereof); and 3) the Interlocal Agreement (Attachment F, attached hereto and made a part hereof). Any terms of this Contract which vary from those contained in Attachments E or F, shall have precedence.

Contractor Responsibilities:

1. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all specifications, reports and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its specifications, reports and other services.
2. The Contractor shall be responsible for obtaining all applicable local, state and federal permits.
3. The Contractor is responsible for having established an operational hazardous waste collection center and having a licensed, insured private company under contract that is responsible for collecting hazardous waste within Calhoun County and assuring the delivery of those wastes to an approved recycling, storage, treatment or disposal facility.
4. The Contractor is responsible for having submitted to the Department both a Request for Funding for the Hazardous Waste Cooperative Collection Center Arrangement Grant and an Interlocal Agreement with Calhoun County, hereafter referred to as the Neighboring County.
5. The Contractor, in accordance with the Interlocal Agreement, is responsible for:
 - A. Working with the Neighboring County to establish a site in the Neighboring County for a mobile hazardous waste collection which will be well advertised, be free to households and offered, at a reduced fee, to conditionally exempt small quantity generators for the collection and proper management of their wastes at a permitted facility.
 - B. Helping publicize the upcoming Neighboring County collection by providing collection information to the media.
 - C. Having one or more appropriate staff on-site during the collection.
 - D. Collecting from the Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Contractor has made arrangements with the Neighboring County to be responsible for funding these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection which exceeds the sum of \$6,666.67.
 - E. Paying its hazardous waste management company for the collection.
6. The Contractor may, upon completion of the hazardous waste collection, request reimbursement for up to \$10,000 of the grant for acting as the host local government under the Cooperative Collection Center

Arrangement. Such reimbursement requests shall be limited to the authorized expenditure categories identified in Attachment B, attached hereto and made a part hereof. The Contractor shall also submit an invoice to the Department for reimbursement of 75% of the Neighboring County's collection costs, not to exceed \$5,000.

7. The Contractor, in accordance with the Interlocal Agreement, shall require the Neighboring County to be responsible for:
 - A. Establishing a site for its mobile hazardous waste collection to be held no later than October 31, 2000.
 - B. Guaranteeing funding for payment of 25% of the first \$6,666.67 [$\$6,666.67 \times 25\% = \$1,666.67$] of its collection costs to the Contractor, unless otherwise agreed to between the Contractor and the Neighboring County as evidenced in the Interlocal Agreement.
 - C. Providing funding for any additional collection costs which exceed \$6,666.67, with such payment due the Contractor within a specified time frame.
 - D. Establishing a local project manager to work with the Contractor to prepare and distribute public awareness information on proper hazardous waste management and to publicize the collection. This information shall be distributed to the local media, schools, agricultural agents, and civic and service organizations.
 - E. Attending the collection and assisting the Contractor in overseeing paperwork at the close of the collection.
 - F. Providing the hazardous waste management company under contract to the Contractor the names and addresses of regulated small quantity generators of hazardous waste in its county.
 - G. Working with the Contractor and its hazardous waste management company 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.
8. The Contractor, upon completion of the activities described above, may utilize the \$10,000 allocation for hosting the Neighboring County's collection for such projects as upgrading its collection center, defraying costs associated with conducting its hazardous waste collections, conducting its annual verification and notification programs, and promoting proper hazardous waste management. The Department reserves the right to provide written consent for the Contractor to utilize expenditure categories other than those identified on Attachment B. Written consent must be obtained from the Department's project manager prior to the Contractor utilizing expenditure categories not identified in Attachment B.

Reports

In an effort to conserve and recycle natural resources, the Contractor shall submit all reports generated under this Contract on recycled paper.

Preceding the Neighboring County's hazardous waste collection, the Contractor shall provide monthly status reports, due the 15th of the month following the month of service, to the Department detailing work completed and activities performed during the preceding month.

The Contractor shall keep records of the types and amounts of hazardous wastes collected and the final destination of such wastes. Prior to, or upon invoicing the Department for 75% of the Neighboring County's collection costs, not to exceed \$5,000, the Contractor shall provide the Department with a summary of the collection activity.

Documentation, in the form of required reports, must be in detail sufficient for preaudit and postaudit review and approval of invoices. The Contractor 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 Statutes.

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ATTACHMENT B

I. Expenditure Categories for Neighboring County Collection Activities

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

- A. Reimbursing expenses incurred during the organization and promotion of the Neighboring County's hazardous waste collection.

- salaries
- long distance telephone calls
- postal service expenditures
- travel to the Neighboring County
- advertising

- B. Reimbursing expenses incurred as a result of being on-site for the Neighboring County's collection.

- salaries for time/overtime work performed
- travel and per diem

- C. Reimbursing expenses incurred as a result of Department authorized training for Neighboring County staff, including travel and per diem.

When invoicing the Department for 75% of the Neighboring County's collection expenses, up to \$5,000, the Contractor shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage of the collection or a copy of the preliminary daily cost sheet for the collection provided by the hazardous waste management subcontractor.

II. Expenditure Categories for use of the \$10,000 Host Local Government Component of the Contract by the Contractor

The expenditure categories listed below provide general ways a host local government (the Contractor) participating in the Cooperative Collection Center Arrangement Grant may spend its \$10,000. To be reimbursed for specific expenditures not listed below, prior written approval of the Department's Project Manager must be obtained.

- A. Capital outlay for upgrading or expanding the Contractor's local hazardous waste collection center.

- B. Promoting 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. Operational costs (salaries, travel, printing, postage) incurred as a result of conducting the required annual verification and notification program (Sections 403.7234 and 403.7225, Florida Statutes).

- E. The Contractor may commit its funding to share in the Neighboring County's collection day commitment of 25%. For example: If the Neighboring County's collection costs total \$6,666.67 and the Contractor has agreed to split the Neighboring County's 25% share, as evidenced by the executed Interlocal Agreement, then the Contractor would expend \$833.34 of its \$10,000 grant for the Neighboring County's collection. [$\$6,666.67 \times .25 = \$1,666.67$; $\$1,666.67 \times .50 = \833.34] The Contractor shall invoice the Department for Neighboring County collection costs prior to invoicing the Department for costs associated with the Contractor's County program.

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ATTACHMENT C

Comptroller Contract Payment Requirements Department of Banking and Finance, Bureau of Auditing Manual (10/07/97) *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 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.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

ATTACHMENT D

Special Audit Requirements

The administration of funds awarded by the Department of Environmental Protection 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 section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit.

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 \$300,000 or more in Federal awards in its fiscal year, the recipient must have an 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 funds 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. The recipient is responsible for the procurement of an independent auditor to conduct the audit required by this part. The recipient is required to follow the auditor procurement standards specified in Section .305, 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 paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities, financial statements, audit findings follow-up, and report submission as provided in Sections .300, .310, .315, and .320 of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditures of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

3. If not otherwise disclosed as required by Section .310 (b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Department of Environmental Protection in effect during the audit period.
4. If the recipient expends less than \$300,000 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 \$300,000 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 and non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than Federal/State entities).

PART II: STATE GRANTS AND AIDS

1. This part is applicable if the recipient is a local government or a non-profit or for profit organization as defined in Chapter 10.600, Rules of the Auditor General.
2. In the event that the recipient receives more than \$25,000 in State grants and aids in its fiscal year, the recipient must have a limited scope audit conducted in accordance with Section 216.349, Florida Statutes, and Chapter 10.600, Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates State grants and aids amounts awarded through the Department of Environmental Protection by this agreement. In determining the grants and aids received in its fiscal year, the recipient shall consider aggregate grants and aids received directly from State agencies, including grants and aids funds received from the Department of Environmental Protection.

The audit report must include an auditor's examination attestation report, management assertion report (alternatively, management's assertion may be included in the management representation letter), and a schedule of State financial assistance. EXHIBITS 2, 3, and 4 to this Attachment provide examples of these reports/schedule.

The auditor's examination attestation report must indicate whether management's assertion as to compliance with the following requirements is fairly stated, in all material respects:

- activities allowed or unallowed
 - allowable costs/cost principles
 - matching (if applicable)
 - reporting
3. In the event that the recipient receives State grants and aids totaling \$25,000 or less in its fiscal year, the head of the recipient entity or organization must provide a written attestation, under penalty of perjury, that the recipient has complied with the allowable cost provisions (*or other applicable provisions*) of the State grants and aids contract. EXHIBIT 5 to this Attachment provides an example attestation document that should be used by the agency head to attest to compliance with grants and aids provisions.

PART III: OTHER AUDIT REQUIREMENTS

(This part is reserved to specify any additional audit requirements imposed, if applicable, by the State agency that are solely a matter of that State agency'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).)

PART IV: REPORT SUBMISSION

1. Copies of audit reports 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, or when required by number 2 below, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at each of the following addresses:

Jan Kleman
Florida Department of Environmental Protection
Southwest District Office
3804 Coconut Palm Drive
Tampa, Florida 33619-8218

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

- 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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

- D. The State of Florida Auditor General at the following address:

Audit Manager
Office of the Auditor General
P.O. Box 1735
Tallahassee, Florida 32302-1735

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 each of the following:

Jan Kleman
Florida Department of Environmental Protection
Southwest District Office
3804 Coconut Palm Drive
Tampa, Florida 33619-8218

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

Audit Manager
Office of the Auditor General
P.O. Box 1735
Tallahassee, Florida 32302-1735

3. Copies of reports required by PART II of this Attachment, and management letters prepared in conducting audits related to State grants and aids audits required by PART II of this Attachment, shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at each of the following addresses:

Jan Kleman
Florida Department of Environmental Protection
Southwest District Office
3804 Coconut Palm Drive
Tampa, Florida 33619-8218

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

- B. The Office of the Auditor General at the following address:

Audit Manager
Office of the Auditor General
P.O. Box 1735
Tallahassee, Florida 32302-1735

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to:

A. The Department of Environmental Protection at each of the following addresses:

Jan Kleman
Florida Department of Environmental Protection
Southwest District Office
3804 Coconut Palm Drive
Tampa, Florida 33619-8218

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

5. Any reports, management letters, attestations, or other information required to be submitted to the Department of Environmental Protection pursuant to this agreement shall be submitted within 180 days of the recipient's fiscal year end (or as otherwise allowed by Florida Statutes) or within 30 days of the recipient's receipt of the audit report, whichever occurs first. Other submissions should be timely in accordance with OMB Circular A-133 and/or Florida Statutes, as applicable.
6. Recipients, when submitting audit reports to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, should indicate the date that the recipient received the audit report in correspondence accompanying the audit report.

PART V: RECORD RETENTION

The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING (required by Section .400 (d)(1), OMB Circular A-133, as revised):

| Federal Program Number | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Grants & Aids Appropriation Category, if applicable. |
|------------------------|----------------|-------------|------------|----------------|--|
| | | | | | |
| | | | | | |

| State Program Number (Other Funding) | Funding Source | State Fiscal Year | Catalog of State Financial Assistance Number | CSFA Title or Funding Source Description | Funding Amount | State Grants & Aids Appropriation Category, if applicable. |
|--------------------------------------|---|-------------------|--|---|----------------|--|
| Original Contract | Water Quality Assurance Trust Fund – Line Item 1246 | 1999-2000 | 37007 | Cooperative Collection Center Grant Program | \$15,000.00 | 050840 |
| | | | | | | |

| | | | | | | |
|--------------------|--|--|--|--|--------------------|--|
| Total Award | | | | | \$15,000.00 | |
|--------------------|--|--|--|--|--------------------|--|

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FUNDS AWARDED TO THIS AGREEMENT ARE AS FOLLOWS (required by Section 400 (d)(2), OMB Circular A-133, as revised):

For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) and/or the Florida Catalog of State Financial Assistance (CFSA). 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.

If the State program funds represent matching funds provided by the Department of Environmental Protection for certain Federal programs, then the requirements may mirror the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal funds, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>. For information regarding the Florida Catalog of State Financial Assistance (CFSA), a recipient should access the website for the Governor’s Office of Planning and Budget located at <http://www.eog.state.fl.us/eog/overview/indexopb.htm> for assistance.

EXHIBIT – 2

INDEPENDENT AUDITOR'S REPORT ON
EXAMINATION OF MANAGEMENT'S ASSERTION
ABOUT COMPLIANCE WITH SPECIFIED REQUIREMENTS
(SAS Codification Section AT 500.55)

[Date]

Dear [Name]:

We have examined management's assertion¹ about [name of entity]'s compliance with the allowable cost requirements [or other applicable requirements] established in the grant agreement(s) applicable to the State grants and aids appropriations identified on Schedule of State Financial Assistance for the year ended [indicate the applicable fiscal year] included in the accompanying [title of management report].² Management is responsible for [name of entity]'s compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the [name of entity]'s compliance based on our examination.

Our examination was made in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about [name of entity]'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on [name of entity]'s compliance with specified requirements.

In our opinion, management's assertion [identify management's assertion – for example, that _____ complied with the aforementioned requirements during the fiscal year ended _____] is fairly stated, in all material respects.^{3,4}

Sincerely,

Notes:

1. If the entity does not present its assertion in a separate report accompanying the practitioner's report, refer to SAS Codification Sections AT 500.56 and .57.
2. The practitioner should identify the management assertion report examined by reference to the report title used by management in its report. Further, he or she should use the same description of the compliance requirements as management uses in its report.
3. The specific compliance requirements, and related criteria (if applicable), will be specified and/or referred to in the grant agreement. As such, it should not be necessary to repeat the compliance requirements, and related criteria (if applicable) in the practitioner's report.
4. Instances of noncompliance should be reported in the manner prescribed in SAS Codification Sections AT 500.61 through .68.

EXHIBIT – 3

MANAGEMENT ASSERTION REPORT

I, _____, hereby assert that, _____
(head of recipient entity) (recipient entity name)

complied with allowable cost requirements [*or other applicable requirements*] of the grants and aids appropriations identified on the attached Schedule of State Financial Assistance during the fiscal year ended _____.
(month, day, year)

(signature)

(title)

(date)

If this assertion report is used, one copy shall be submitted after the recipient's fiscal year end to each of the parties designated in the contracts/grants for the identified grants and aids appropriations.

This statement does not need to be notarized.

EXHIBIT - 4

Sample Organization
 Schedule of State Financial Assistance
 For the year ended 9/30/97

| State Agency And Program Title | State Contract/ Grant Number | Federal CFDA Number Note A | State Receipts | Federal Through State Receipts | Total Receipts |
|--|---------------------------------------|-------------------------------------|-------------------|---|-------------------|
| Department of Health | | | | | |
| Head Start | GH501 | 93.600 | 50,000 (1) | 50,000 (1) | 100,000 |
| Women, Infant & Children | AB101 | 93.245 | 100,000 (1) | 150,000 | 250,000 |
| Department of Elder Affairs | | | | | |
| Community Care for the Elderly | GC501 | Not Applicable | 200,000 (1) | 0 | 200,000 |
| Community Care for the Elderly | GC601 | 93.003 | 0 | 150,000 (1) | 150,000 |
| Elder Care | GC777 | 93.666 | 60,000 | 60,000 | 120,000 |
| | | | | | |
| Total | | | 410,000 | 410,000 (2) | 820,000 |

- (1) State Grants and Aids Appropriations moneys. The grand total of State Grants and Aids Appropriations moneys is \$550,000.
- (2) \$390,000 of this amount is included in the expenditures presented in the Schedule of Expenditures of Federal Awards. The remaining \$20,000 was received under contract number GC601 but was not expended.

NOTE A: Federal CFDA numbers apply only to Federal programs.

CAUTION: The purpose of this schedule is format illustration only. The contract or grant numbers, CFDA numbers and program titles are not intended to represent actual data.

EXHIBIT - 5

MANAGEMENT ATTESTATION STATEMENT

CONTRACT/GRANT NUMBER(S) _____

I, _____, hereby attest, under penalties of perjury, that,
(head of recipient entity)

_____ complied with allowable cost requirements [*or*
(recipient entity name)

other applicable requirements] of the grants and aids appropriations contracts/grants identified
above during the fiscal year ended _____.
(month, day, year)

(signature)

(title)

(date)

One copy of this attestation statement shall be submitted after the recipient's fiscal year end to each of the parties designated in the contracts/grants for the identified grants and aids appropriations.

This statement does not need to be notarized.

OKALOOSA COUNTY



RECYCLING OFFICE

July 1, 1999

Ms. Jan Kleman
Waste Management
DEP Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619-8218

RE: Cooperative Collection Center Arrangement Grant, Calhoun County

Dear Madame:

Okaloosa and Calhoun Counties are jointly requesting funding for establishing a Hazardous Waste Cooperative Center Arrangement in accordance with Chapter 17-735, Florida Administrative Code. In this arrangement Okaloosa will act as host County for Calhoun. Total funding requested under the terms of this agreement shall not exceed \$20,000.

Okaloosa County has met all requirements to apply for this grant by having an operational Hazardous Waste Facility and by conducting and sponsoring household hazardous waste and conditionally exempt small quantity generator collections on a semi-annual basis.

I have enclosed a copy of the interlocal agreement already executed by both counties for your review.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jim Reece", is written over a horizontal line.

Jim Reece
Recycling Coordinator

Project Manager-Okaloosa County

ATTACHMENT F

INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND CALHOUN COUNTY FOR THE REQUEST
AND USE OF THE COOPERATIVE COLLECTION
CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 3rd day of October 1995, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners; hereafter referred to as "Host County", and Calhoun 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. Term. The term of this Agreement shall be in effect from the date set forth above until December 31, 2000.

Section 2. Mutual Covenants. 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 than November 1, of each contract 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.
 - (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) Invoice and collect from the Neighboring County 25% of the total cost of the hazardous waste collection, not to exceed \$2,500.
 - (f) 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.
- (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 \$25,000.

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 25% of its collection cost, not to exceed \$2,500.
- (4) Pay the Host County within thirty (30) working days after receiving an invoice from the Host County with documentation of total collection costs.
- (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, and civic and service organizations.
- (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. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating 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. Modification. 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. Indemnification. 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. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

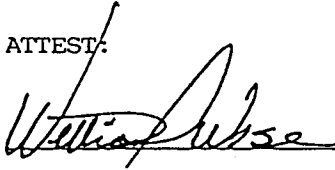
If to Okaloosa County: Chairman, Okaloosa County
Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, Florida 32579

If to Calhoun County: Chairman, Calhoun County
Board of County Commissioners
Calhoun County Courthouse
425 E. Central Avenue
Room G-40
Blountstown, Florida 32424

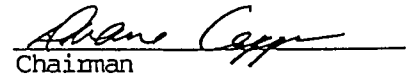
Section 8. Recording. Each County, upon execution of this Agreement will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Protection.

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

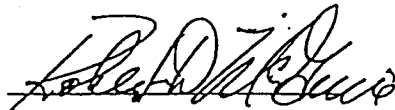
ATTEST:



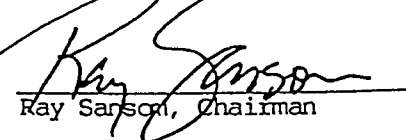
BOARD OF COUNTY COMMISSIONERS
CALHOUN COUNTY, FLORIDA


Chairman

ATTEST:



BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA


Ray Sanson, Chairman