
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approval of an Intergovernmental Work Agreement (Innovative Waste Reduction and Recycling Grant) Between Seminole County and the University of Central Florida

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Roland Raymundo

EXT: 5715

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Intergovernmental Work Agreement (Innovative Waste Reduction and Recycling Grant) between Seminole County and the University of Central Florida (UCF).

County-wide

Jerry McCollum

BACKGROUND:

On December 20, 2005, as recipient of Innovative Waste Reduction and Recycling Grant IG06-03 from the Florida Department of Environmental Protection (DEP), the Board of County Commissioners approved the original Interlocal Work Agreement with the University of Central Florida (UCF). Seminole County, in partnership with the Stormwater Management Academy of UCF is undertaking development and testing of experimental uses of waste tire chips by incorporating this material into stormwater management systems at three (3) County projects. Installation of the test sites has been completed and UCF requires additional time to collect wet season stormwater runoff samples. The Grant Funding Agreement has already been extended for this additional time. This Agreement provides for a corresponding time extension to the original Work Agreement with UCF, which inadvertently expired on January 1, 2008. The project is fully funded (Sub-ledger #00258301).

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an Intergovernmental Work Agreement (Innovative Waste Reduction and Recycling Grant) Between Seminole County and the University of Central Florida (UCF).

ATTACHMENTS:

1. Intergovernmental Work Agreement - UCF
2. FDEP Innovative Waste Reduction and Recycling Grant

Additionally Reviewed By:

- County Attorney Review (Arnold Schneider)
- Budget Review (Fredrik Coulter, Lisa Spriggs)
- Grant Review (Jennifer Bero, Lisa Spriggs)

**INTERGOVERNMENTAL WORK AGREEMENT
(INNOVATIVE WASTE REDUCTION AND RECYCLING GRANT)
BETWEEN SEMINOLE COUNTY AND THE
UNIVERSITY OF CENTRAL FLORIDA**

THIS INTERGOVERNMENTAL WORK AGREEMENT is effective as of the ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and the **UNIVERSITY OF CENTRAL FLORIDA**, on behalf of its Board of Trustees, a public body corporate existing and operating under the laws of the State of Florida, with an office at 12201 Research Parkway, Suite 501, Orlando, Florida 32826-3246 hereinafter referred to as "UCF".

W I T N E S S E T H:

WHEREAS, the COUNTY heretofore received a grant from the State of Florida through the Department of Environmental Protection ("DEP") by and through that certain 2005-2006 Innovative Waste Reduction and Recycling Grant Agreement No. IG06-03 approved and executed by the COUNTY on December 28, 2005 (the "Grant Agreement") regarding the use of waste tires in pollution control (the "Project"); and

WHEREAS, the Grant Agreement's time for Project completion has been unilaterally extended by the DEP from April 30, 2007 to December 31, 2008, thus providing the basis to allow continued

grant funding for the Project through the December 31, 2008 extended completion date via implementation of this Agreement; and

WHEREAS, the parties hereto have in good faith continued to perform and adhere to the terms that certain Intergovernmental Work Agreement dated December 28, 2005 by and between the COUNTY and UCF (the "Prior Agreement") which inadvertently expired on January 1, 2008 and wish to continue the Project on a reinstated contractual basis by entering this Agreement; and

WHEREAS, by entering into this Agreement, UCF reaffirms acknowledgment of receipt of a copy of the Grant Agreement, including all attachments thereto;

NOW, THEREFORE, in consideration of the mutual promises, covenants and the good and valuable monetary consideration all hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION 1. RECITALS The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. SCOPE OF SERVICES Subject to the terms of this Agreement, the COUNTY agrees to purchase from UCF and UCF agrees to provide to the COUNTY the Project services described in Exhibit "A" attached hereto and incorporated herein by

reference. UCF shall strictly adhere to all of the performance criteria, terms and conditions of Exhibit "A", including particularly full performance and completion of all Project Services therein by December 31, 2008 as a condition of receiving final funding payments from COUNTY.

SECTION 3. TERM The effective date of this Agreement shall be January 1, 2008 and, unless terminated earlier in accordance with the terms hereof, remain in effect until completion of all required Project services and reporting requirements or January 31, 2009, whichever comes first.

SECTION 4. TOTAL COST OF THE SERVICES The parties agree that the total cost of the Project services to be provided by UCF since inception under  the Prior Agreement through completion under this Agreement is TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$200,000.00) as shown on the attached Exhibit "B".

SECTION 5. REPORTS AND BILLINGS

(a) UCF shall provide the COUNTY with the deliverables called for in the Grant Agreement according to the schedule contained therein. Billing shall be on a quarterly basis and shall reflect the percentage of completion of the applicable Project services.

(b) Both parties recognize that UCF continued to provide Project services between the expiration date of the Prior

Agreement and the execution of this Agreement. Accordingly, UCF shall be paid according to the above schedule for all services rendered between from the effective date this Agreement through Project completion including those payments which may be due and owing for satisfactorily completed services rendered under the Prior Agreement.

SECTION 6. FORCE MAJEURE In the event any party hereto is prevented from performing this Agreement in a timely manner due to hurricane, flood, tornado, civil disorder, act of God, or other force majeure, then said party shall not be in default hereunder if it provides prompt notice to the other party; provided, however, that performance shall recommence upon the cessation of such event and  its effects that caused the inability to perform.

SECTION 7. ASSIGNMENT This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 8. PUBLIC RECORDS In accordance with Chapter 119, Florida Statutes, the parties shall retain and allow public access to all documents, papers, letters and other materials which have been made or received in conjunction with this Agreement and the Project, except for records disposed of in compliance with Section 119.041, Florida Statutes. If either party asserts an exemption from disclosure of the contents of

any record, that exemption shall not be binding on the other party unless it receives adequate notice of such exemption from the asserting party.

SECTION 9. RECORDS AND AUDITS UCF shall maintain at its Office of Research, 12201 Research Parkway, Suite 501, Orlando, Florida 32826, the Finance and Accounting Office, 12424 Research Parkway Suite 300, Orlando, Florida 32826-3246, or at the College of Engineering and Computer Science, 4000 Central Florida Boulevard, Building 91, Suite 442, Orlando, Florida 32816, all books, documents, papers and other evidence related to the Services or this Agreement, unless UCF gives notice of the actual location of another site under UCF's control where such records may be accessed  by the public. All of UCF's records related to this Agreement shall be maintained for at least five (5) years after the last to occur of the following events: (a) completion of an audit by the COUNTY's auditor; (b) termination of this Agreement, or (c) resolution of any claim or litigation. Upon reasonable notice, UCF will provide proper facilities for inspection and copying of such records. Upon reasonable notice the COUNTY or its duly authorized representative shall have access to audit, examine and copy any of UCF's books, documents, papers and records related to this Agreement. UCF agrees that payments made under this Agreement shall be subject to refund for any amounts overcharged as shown

by a later audit.

SECTION 10. NOTICES

(a) Whenever either party desires to give notice unto the other, such notice will be sufficient only if sent in writing, with an original signature of the party's authorized officer or employee to:

For COUNTY:

Jennifer Bero, Grants Administrator
Fiscal Services Department
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Phone: 407-665-7125
Fax: 407-665-7956

With a copy to:


Roland Raymundo, Principal Engineer/ Project Manager
Seminole County Department of Public Works, Engineering
Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773
Phone 407-665-5715
Fax: 407-665-5805

For UCF:

Kim Smith, Contract Manager
University of Central Florida
Office of Research and Commercialization
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246
Phone: 407-823-3062
Fax: 407-823-3299

With a copy to:

Martin Wanielista
College of Engineering and Computer Science
4000 Central Florida Boulevard

Building 91, Suite 442
Orlando, Florida 32816
Phone: 407-823-4144

(b) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt, or, if evidenced by a receipt of the third-party carrier or post office, the day of dispatch.

(c) UCF shall deliver invoices as well as deliverables to be provided as specified in the Grant Agreement to the foregoing persons and addresses shown for Seminole County or to such other addressee as the COUNTY may by notice designate for this purpose from time to time.


SECTION 11. INDEMNITY AND ~~INSURANCE~~

(a) Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees and agents thereof.

(b) To the extent allowed by law, each party to this Agreement shall indemnify, defend and hold harmless the other and the other party's officers, employees and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought or recovered

against the other party to this Agreement by reason of any act or omission of the responsible party or its own officers, agents, subcontractors or employees, in the provision of Project services related to this Agreement.

(c) UCF shall not take any action that might violate or cause the COUNTY to violate the terms and conditions of the Grant Agreement and shall indemnify the COUNTY against any claims by the State of Florida that UCF's actions, services or work products fail to meet the requirements or standards of the Grant Agreement. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such party under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY or UCF beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) Each party shall be responsible for providing its own workers compensation coverage and unemployment compensation as required by law.

SECTION 12. CONFLICT OF INTEREST

(a) UCF agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating

to ethics in government.

(b) UCF hereby certifies that to the best of its knowledge no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312, Florida Statutes) either directly or indirectly, in the business of UCF to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, UCF hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or federal agency.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT

(a) UCF agrees that it  will not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age or national origin and will insure that applicants and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include but not be limited to, the following: retention, award of contracts, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(b) UCF agrees that it will comport all of its activities

with the provisions of Chapter 760, Florida Statutes.

SECTION 14. COMPLIANCE WITH LAWS AND REGULATIONS In performing under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement.

SECTION 15. TERMINATION

(a) For Convenience. Either party may terminate this Agreement without cause upon thirty (30) days written notice. In the event of such a termination UCF shall be entitled to payment of allowable costs and expenses through the date of termination, including the cancellation costs of any subcontracts, however, in no event shall the amount payable to UCF exceed the amount specified in Section 4 above.

(b) For Cause. Either party may terminate this Agreement for cause upon ten (10) days written notice provided that the party in default has first been given written notice of the cause and at least twenty (20) days opportunity to cure. In such an event the parties may pursue any remedies available at law for breach of contract. In the event that a termination for cause is later determined to have been inappropriate, the termination shall be converted to one for convenience.

SECTION 16. EMPLOYEE STATUS

(a) Persons employed or retained by UCF in the performance of Project services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

(b) UCF assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and applicable federal, State and local employment taxes, if any, attributable to UCF personnel or employees.

(c) In performing this Agreement, planning, development, constructing, equipping and  operating the Project or carrying out any of the activities to be carried out by UCF, UCF will be acting independently, in the capacity of an independent entity and not as a joint venturer, partner, associate, employee, agent or representative of the COUNTY.

SECTION 17. NO THIRD PARTY BENEFICIARIES This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

SECTION 18. INTELLECTUAL PROPERTY As used herein, the term "Intellectual Property" means software, negatives, plates, dyes, molds, prints, paintings, artwork, sketches, designs, processes, product names and logos, discoveries, know-how, methods, writings, photographs, etchings, drawings, mechanicals, ideas, concepts, inventions, prototypes, copyrights, copyrightable works, patents, pending patent applications, trademarks/servicemarks, trade secrets or any other work or material or property (both tangible and intangible). "Background Intellectual Property" is Intellectual Property which was in existence prior to the effective date of this Agreement. For the purposes of this Section, the "making" of inventions shall be governed  in accordance with 42 USC 5908 et seq.

Intellectual Property made solely by COUNTY employees under this Agreement will be solely owned by the COUNTY. Intellectual Property made jointly by faculty and staff of both UCF and COUNTY will be owned jointly by UCF and COUNTY, who agree to jointly determine patent filing and licensing responsibilities. Intellectual Property made solely by UCF faculty and staff will be solely owned by UCF. All persons who perform any part of the work under this Agreement and who may be reasonably expected to make inventions or any copyrightable material or other

intellectual property, including screening compounds or materials synthesized, are covered by this Agreement.

Nothing in this Agreement shall circumvent or restrict UCF's pre-existing obligations with the U.S. government pertaining to any kind of Intellectual Property or any copyrightable material or other intellectual property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of Agreements or arrangements between UCF and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property which is being developed.

Notwithstanding any provision to the contrary in the Agreement, UCF shall retain the  right to practice any invention and discovery developed hereunder for its own academic, non-commercial research and teaching purposes.

SECTION 19. CONTINGENT FEES OR CONFLICTING EMPLOYMENT UCF covenants that it has employed and retained only bona fide employees working for UCF to solicit or secure this Agreement. The COUNTY warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working for UCF, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of making this Agreement. The COUNTY shall not be responsible for commissions or other consideration

claimed by any third party.

SECTION 20. GOVERNING LAW This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and venue for any legal action in connection herewith, whether sounding in contract or tort, shall lie only in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida.

SECTION 21. CONSTRUCTION OF AGREEMENT This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, the COUNTY and UCF, have contributed substantially and  materially to the preparation hereof.

SECTION 22. AUTHORITY OF SIGNATORIES AND CONDITIONS PRECEDENT The undersigned persons signing for UCF and COUNTY each represent to the other that they have performed all actions necessary as conditions precedent to enter in to this Agreement and that they have all legal authority necessary to execute this Agreement on behalf their respective parties.

SECTION 23. COUNTERPARTS This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

SECTION 24. SEVERABILITY If any provision, term or clause of this Agreement is determined to be invalid or unenforceable it shall be severable from the remaining covenants hereof and the parties intend the remainder to be effective.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first shown.

WITNESSES:

Tamara E. Hurst
Name: TAMARA E. HURST

UNIVERSITY OF CENTRAL FLORIDA

Kim Sit
Name: Kimberly Smith
Title: Contract Manager

8.4.08
Date

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their _____, 20____
regular meeting.

County Attorney

EXHIBIT A
UCF SERVICES
Waste Tire Use in Pollution Control

County Project Manager
 Name: Roland Raymundo
 Address: Seminole County Public Works
 520 W. Lake Mary Blvd., Suite 200
 Sanford, FL 32773
 Phone: (407) 665-5715 E-mail: rraymundo@seminolecountytfl.gov FEID Number: 59-6000856

Task	Activities	Deliverables	Cost	In-Kind	Grant	1H	2H	3H	4H	5H	6H
MOBILIZATION AND WORK ASSIGNMENTS	Identify potential Project Team members and solicit their participation; conduct Project Team meetings and solicit member input	1) List of Project Team members	\$800	\$212.59	\$587.41	X					
LITERATURE REVIEW	Review of past work and on-going work associated with the use of waste tire crumb for pollution control	2) A literature search section of the final report	\$2,750	\$730.77	\$2,019.23	X	X	X	X	X	X
LABORATORY VERIFICATION	Conduct laboratory scale models to document the pollution control effectiveness	3) Feasibility information and sizing data for the final report	\$24,280	\$6,452.03	\$17,827.97		X				
UNIVERSITY CAMPUS FIELD TEST SITE	Scale up of the laboratory results to illustrate operational effectiveness at a near full scale operation	4) Document the construction and operation of a campus site	\$64,900	\$17,246.15	\$47,653.85			X	X		
COST EFFECTIVENESS COMPARISONS	Removal effectiveness and costs will be documented	6) A comparison of efficiencies and costs in the final report	\$16,500	\$4,384.62	\$12,115.38					X	X
PROGRESS REPORTS	On a quarterly basis, a report indicating the status of the project will be generated	7) Electronic and hard copies	\$2,301	\$611.45	\$1,689.55	X	X	X	X	X	
FINAL REPORT	Develop a final report with details of the	8) Electronic and hard copies	\$5,500	\$1,461.57	\$4,038.43						X
Totals			\$117,031	\$31,099.18	\$85,931.82						

Exhibit A Developed for Initial Project/Grant Application.

EXHIBIT B

Salary	\$ 52,872
Fringe 30.5%	\$ 16,126
Expense	\$ 10,109
Outside Services	\$108,636
<u>Travel</u>	<u>\$ 2,733</u>
Total Direct	\$190,476
<u>*5% O.H.</u>	<u>\$ 9,524</u>
Total	\$200,000

*The 5% overhead rate is based on Seminole County being restricted to a 5% rate to FDEP.

Exhibit B Corresponds to Actual Grant Award.



Florida Department of Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

DEP Agreement No. IG6-03

Grantee

Seminole County
Roland Raymundo
520 West Lake Boulevard
Sanford, Florida 32773

Thank you for your letter dated October 18, 2007, requesting an extension of the County's Innovative Grants Project. Under the circumstances described in your letter, the Department grants the extension requested by the County. The project shall be completed by December 31, 2008, with the final report and invoice due to DEP by January 15, 2009.

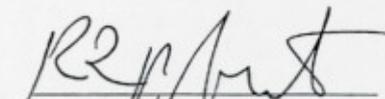
Please sign both originals, retain one for your records and forward the other to me at your earliest convenience

As usual, if you have any questions or need additional information, please feel free to contact me.

Below are you new reporting periods.

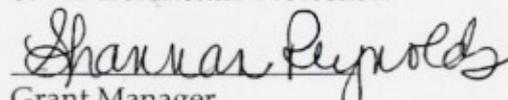
<u>Reporting Periods</u>	<u>End Date</u>	<u>Report & Payment Request Due</u>
Work Period 1	March 31, 2007	April 15, 2007
Work Period 2	June 30, 2007	July 15, 2007
Work Period 3	September 30, 2007	October 15, 2007
Work Period 4	December 31, 2007	January 15, 2008
Work Period 5	March 31, 2008	April 15, 2008
Work Period 6	June 30, 2008	July 15, 2008
Work Period 7	September 30, 2008	October 15, 2008
Work Period 8	December 31, 2008	FINAL: January 15, 2009

County Representative


Grant Manager

Date: 10-24-07

State of Florida Representative
of Environmental Protection


Grant Manager

Date: 10/18/07



Florida Department of Environmental Protection

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

February 1, 2007

Roland L. Raymundo, P.E.
Seminole County
Roads – Stormwater Division
520 West Lake Mary Blvd. Suite 200
Sanford, FL 32773

Re: *Approval to Extend Innovative Recycling Grant IG06-03*

Dear Mr. Raymundo:

Thank you for your letter dated January 19, 2007, requesting that your grant, IG06-03 be extended from February 1, 2007 to February 1, 2008 due to unforeseen events during construction that have caused delays. You have indicated that there will be no changes to the budget of the project. A progress report and invoice will be due March 1, 2007, June 1, 2007 and September 4, 2007. The project shall be completed by February 1, 2008, with the final report due to DEP by March 1, 2008.

Please sign both originals, retain one for your records and forward the other to me at your earliest convenience.

As usual, if you have any questions or need additional information, please feel free to contact me.

Lisa Bujak,
Grant Manager
Waste Reduction Section
Florida Department of environmental Protection

Roland L. Raymundo, P.E.
Project Manager
Seminole County Public Works Department
Roads – Stormwater Division



Department of Environmental Protection

Jeb Bush
Governor

Twin Towers Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
DEP Agreement No. IG06-03
Change Order No. 001

Colleen M. Castille
Secretary

Grantee
Seminole County
Jennifer Bero
1101 East First Street
Sanford, Florida 32771

This Agreement as entered into on the 28th day of December is hereby revised as follows:
Whereas the Grant Agreement expiration date states April 30, 2007, the date should have been February 1, 2007.

All other terms and conditions of the Agreement shall remain unchanged.

After signing, please keep one copy for your records and mail the other to Shannan Reynolds,
Department of Environmental Protection, 2600 Blair Stone Road, MS 4570, Tallahassee, Florida
32399

Seminole County

State of Florida Department
of Environmental Protection


Grant Manager


Grant Manager

Date: 03.14.07

Date: 2/27/06

Approved:

Environmental Administrator

Date: _____

**2005-2006 INNOVATIVE WASTE REDUCTION AND RECYCLING GRANT AGREEMENT
FOR STATE ASSISTANCE UNDER SECTION 403.7095, FLORIDA STATUTES**

PART I - GRANT NOTIFICATION INFORMATION

1. Grant Agreement Number: IG06-03
2. Date of Award: August 9, 2005
3. Grant Title: **INNOVATIVE WASTE REDUCTION AND RECYCLING GRANT**
4. Grant Period: **October 1, 2005 or Execution (whichever is later) – April, 30, 2007**
5. Grant Amount: \$200,000
6. Grantee Match Amount: \$311,381
7. CSFA # and Project Name: 37.050/Innovative Waste Reduction and Recycling Grant
8. Issuing Office:

Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Waste Reduction Section (MS 4570)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
(850) 245-8716
9. Grantee(s): **Seminole County**

Address: 177 Bush Loop
Sanford, Florida 32773
10. Grantee Fiscal Year End: 9/30/05
11. Federal Employer Identification Number: 59-6000856
12. Grantee's Representative Authorized to execute Agreement:

Name: Eduardo J. Torres
Title: Principal Engineer
Phone: 407-665-5941
13. Grantee's Grant Manager:

Name: Jennifer Bero
Title: Grants Coordinator
Address: 1101 East First Street
Sanford, Florida 32771
Phone: 407-665-7125
14. Department's Grant Manager:

Name: Lisa Bujak
Title: Environmental Specialist
Address: 2600 Blair Stone Road
MS4570

Tallahassee, Florida 32399
Phone: 850-245-8727

PART II – GRANT CONDITIONS

GENERAL CONDITIONS:

15. The Florida Department of Environmental Protection (hereinafter referred to as the "Department" or "DEP") does hereby enter into an Innovative Waste Reduction and Recycling Grant Agreement with Seminole County (hereinafter referred to as "Grantee" or "Recipient") to conduct the project described in **Attachment A** - Project Work Plan, **Attachment B** - Grant Proposal, and **Attachment C** - Certification by Engineer or Other Qualified Professional, attached hereto and made a part hereof.
16. The method of payment, for the period beginning October 1, 2005 or upon Agreement execution, whichever is later, through **April 30, 2007**, will be on a reimbursement basis for direct costs only. All work must be completed and grant funds expended by **April 30, 2007**.
17. The Grantee shall submit reimbursement requests on a quarterly basis. An original of the reimbursement request, with summaries and appropriate contracts attached, shall be due on the 15th day of the month following the end of the quarterly reporting period. For purposes of this Agreement, the term "quarterly" shall represent the calendar quarters ending March 31st, June 30th, September 30th, and December 31st. Each reimbursement request shall be submitted in detail sufficient for pre-audit and post-audit review. A final reimbursement request must be submitted no later than **April 30, 2007**.
18.
 - A. The Grantee shall submit an original and two copies of **Attachment D** - Payment Request Summary Form, attached hereto and made a part hereof, in conjunction with the required progress report to the DEP Grant Manager. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. Five percent (5%) of each request, up to a maximum of five percent (5%) of the total Grant amount shall be withheld until the final report has been received and accepted by the Department. Reimbursement requests must be signed by the Grantee's designated authorized representative. This should be the same person who signed the Grant Agreement. If there is a change in the authorized representative during the Grant period, the Department must be notified in writing.
 - B. In addition to the requirements in the paragraph above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Grant Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Grant 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 Department of Financial Services' Reference Guide for State Expenditures at http://www.dbf.state.fl.us/aadir/reference_guide.

- C. Travel expenses incurred are included in the amount of this Grant and no additional travel expenses will be authorized. Any requests for reimbursement of travel expenses must be submitted in accordance with Section 112.061, Florida Statutes. The travel forms can be found at http://www.dep.state.fl.us/admin/forms/FinAcct_forms.htm.
 - D. Progress reports shall be submitted in conjunction with reimbursement requests and shall clearly describe the activities undertaken during the reporting period, activities anticipated for the next reporting period, problems encountered, problem resolutions, a financial summary of the project (including matching and in-kind services), and any schedule updates. In addition to the progress reports required above, the Grantee shall submit the deliverables specified in **Attachment A – Project Work Plan**. The Grantee shall submit a final project report (as described in paragraph 19, below) no later than thirty (30) days following the completion date of this Agreement. Upon receipt and approval of all deliverables specified herein and an invoice requesting payment, the Department will release all funds retained pursuant to 18.A above.
 - E. The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon an annual appropriation by the Legislature.
19. The Grantee's final report should be presented in a technical or scientific manner. It should be able to stand on its own so individuals with first time knowledge of the project might understand it. The final report shall be submitted in hardcopy and MS Word or PDF electronic format and include, but not be limited to, the following information:
- A. An introduction briefly describing the project and the contents of the final report. It should also include, but not be limited to, the following:
 - 1. The background of how this project came about.
 - 2. The objectives or goals of the project.
 - 3. What made this project innovative?
 - 4. The proposed audience and date for the formal presentation about the project at an appropriate state or national workshop. Are any published articles in recognized trade journals or professional journals planned?
 - B. The implementation of the project including, but not limited to, the following:
 - 1. What equipment and/or services were purchased and how it was utilized.
 - 2. A description of the various elements or components and a project timeline.
 - 3. Problems encountered during the project and how they were resolved or addressed.
 - C. The project results including, but not limited to, the following:
 - 1. How the objectives or goals were or were not met for this project.
 - 2. How this project demonstrated or utilized advanced technologies or processes, which are not in common use on a statewide basis in jurisdictions of similar size or demographics.
 - 3. How this project lead to greater quantities of recovered materials and/or created a product that is more recyclable and/or marketable.
 - 4. The transferability of the technology or processes realized from this project and how it was or will be applicable to other communities, businesses or individuals.

5. A detailed analysis and discussion of how this project resulted in substantial improvements in recycling program cost effectiveness and efficiency as measured against statewide average costs for the same or similar programs. Include the following:
 - a. Total dollar figures of the various elements or components of the project, including administration, equipment, operations, advertising, education and any other expenses incurred during the project.
 - b. Project expenditures categorized for both the public versus private sectors and the sources of project funding comparing the county (including in-kind services) versus the innovative grant.
 - c. Tipping fees avoided as a result of waste diversion/reduction.
 - d. A cost/benefit ration for the project comparing the cost of project versus the benefits that were achieved. Include any assumptions made in deriving this information. Discussion should include the following:
 1. Avoided material tonnages and space (in cubic yards) at area landfills.
 2. Possible impacts made conserving natural resources.
 3. Cost per capita and per ton of specific material(s) recovered or recycled as part of this project.
 - e. How the project has collected and recycled nontraditional materials, and enhanced their marketability and availability to end markets.

20. The Grantee shall maintain accurate records of all expenditures of Grant funds and shall assure that these records are available at all reasonable times for inspection, review or audit by Department personnel and other personnel authorized by the Department. Records shall be kept for a period of at least 5 years following the end of the Grant period. The Grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code. 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.

21. 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.

- 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 FSAA_CL2) that can be found under the "Links/Forms" section appearing at the following website:

<http://www.fsaa.state.fl.us/>

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.

22. The Department has the right to terminate this Agreement and demand refund of grant funds for non-compliance with the terms of this Agreement. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of this Agreement.
23. When applicable, the Grantee shall obtain all necessary construction-related permits before initiating construction.
24. A. The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. 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. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
- C. The Grantee must comply with the applicable requirements of Section 287.055, F.S., when acquiring professional services (professional engineers, architects, landscape architects, and/or survey and mappers).
- D. The Grantee shall acquire all contractual services and/or commodities utilizing procurement methods comparable to those described in Chapter 287, F.S.
25. 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 subject 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), Florida Statutes.

26. Pursuant to section 216.347, Florida Statutes, the Grantee is prohibited from using Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency.
27. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant Agreement, Workers' Compensation insurance for all of its 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 Grant 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.
28. 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.
29. 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.
30. The Grantee covenants that it presently has no interest and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
31. Upon satisfactory completion of this Grant Agreement, the Grantee may retain ownership of the equipment purchased under this Grant Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment F**, 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.
 - 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.
 - D. The Grantee shall report the inventory of the equipment, on an annual basis, no later than January 31st for each year this Agreement is in effect.
 - E. The equipment may be leased or loaned to a private business, if necessary for this project. If leased, proceeds received from lease shall be documented and used to offset reimbursement requests made under this Agreement.
 - F. For a period of three years following the completion date of this Grant Agreement, the Grantee shall maintain ownership of all equipment purchased with funds from this Grant, shall list said equipment purchases on its property inventory, and shall assure that said equipment is used exclusively in some recycling capacity in the

State of Florida. Within the above stated three-year period, the Grantee may sell the equipment for fair market value provided that the proceeds of such sale are returned to the Department.

- G. A "release of lien" for any structures built or purchased with grant funds must be provided to the Department with the final report. Any site containing state purchased equipment must provide records disclosure/access to state auditors.
32. 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 Grant 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.
33. 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.
34. Grantee shall comply with all applicable federal, state and local rules and regulations in conducting the project funded under this Grant 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 Grant Agreement.
35. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements, attached hereto and made a part hereof as **Attachment G**.
36. Land acquisition is not authorized under the terms of this Agreement.
37. 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 Agreement (e.g., specifications, task timeline within current authorized Agreement period, 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, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

36. 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.

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PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to Seminole County for all allowable costs incurred up to and not exceeding \$200,000.

STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

William W. Hinkley
William W. Hinkley, Chief
Bureau of Solid & Hazardous Waste

8/15/05
Date

Approved as to form and legality:

Chris McGuire
DEP Program Attorney

8/16/05
Date

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the Grantee, and (2) the Grantee agrees to the general and special conditions.

BY AND ON BEHALF OF THE GRANTEE:

Carlton Dewley
Signature of Authorized Representative
Name:
Title:

12/28/05
Date

Please return to:

Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Waste Reduction Section - M.S. # 4570
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Project Work Plan (2 Pages)
Attachment	B	Grant Proposal (10 Pages)
Attachment	C	Certification by Engineer or Other Qualified Professional (1 Page)
Attachment	D	Payment Request Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Property Reporting Form (1 Page)
Attachment	G	Quality Assurance Requirements (9 Pages)

NOTE: Attachment B thru G was purposely omitted to reduce attachment size.

Seminole County
Waste Tire Use in Pollution Control
FY 04/05 Innovative Recycling Grant Scope of Services

County Project Manager

Name: Ed Torres

Address: Seminole County Public Works

177 Bush Loop

Sanford, FL 32773

Phone: (407) 665-5941 E-mail: etorres@seminolecountyfl.gov

FEID Number: 59-6000856

Schedule

Task	Activities	Deliverables	Cost	In Kind	Grant	04	05	06	07	08	09
MOBILIZATION AND WORK ASSIGNMENTS	Identify potential Project Team members and solicit their participation; conduct Project Team meetings and solicit member input	1) List of Project Team members	\$800	\$212.59	\$587.41	X					
LITERATURE REVIEW	Review of past work and on-going work associated with the use of waste tire crumb for pollution control	2) A literature search section of the final report	\$2,750	\$730.77	\$2,019.23	X	X	X	X	X	X
LABORATORY VERIFICATION	Conduct laboratory scale models to document the pollution control effectiveness	3) Feasibility information and sizing data for the final report	\$24,280	\$6,452.03	\$17,827.97		X	X			
UNIVERSITY CAMPUS FIELD TEST SITE	Scale up of the laboratory results to illustrate operational effectiveness at a near full scale operation	4) Document the construction and operation of a campus site	\$64,900	\$17,246.15	\$47,653.85			X	X		
SEMINOLE COUNTY DEMONSTRATION SITES	For three sites, construct and place in operation full scale models	5) Initial operating results with locations and costs	\$370,350	\$256,281.82	\$114,068.18			X	X	X	
COST EFFECTIVENESS COMPARISONS	Removal effectiveness and costs will be documented	6) A comparison of efficiencies and costs in the final report	\$16,500	\$4,384.62	\$12,115.38					X	X
PROGRESS REPORTS	On a quarterly basis, a report indicating the status of the project will be generated	7) Electronic and hard copies	\$2,301	\$611.45	\$1,689.55	X	X	X	X	X	

Seminole County
 Waste Tire Use in Pollution Control
 FY 04/05 Innovative Recycling Grant Scope of Services

Task	Activities	Deliverables	Cost	In-Kind	Grant	1Q	2Q	3Q	4Q	5Q	6Q
FINAL REPORT	Develop a final report with details of the results	8) Electronic and hard copies	\$5,500	\$1,461.57	\$4,038.43						X
DISSEMINATION OF INFORMATION	Seminole County owns and operates its own television station, which will be used to communicate and educate.	9) Materials to educate the general public on the value of the project	\$24,000	\$24,000.00	\$0.00				X	X	X
Totals			\$511,381	\$311,381.00	\$200,000.00						