



Department of Environmental Protection

received
12-31-97 BLM

Lawton Chiles
Governor

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Virginia B. Wetherell
Secretary

December 24, 1997

Mr. Robert McIntyre, Director
Nassau Solid Waste Department
Route 1, Box 178
Callahan, Florida 32011

Subject: Contract No. HW381

Dear Mr. McIntyre:

Enclosed are two copies of the Florida Department of Environmental Protection Agreement for funding the Expanded Hazardous Waste Management Program Grant, DEP Contract No. HW381.

Please have both copies of the agreement executed and return one original to my attention at Mail Station 4555, at the letterhead address. Because of the short time period for completing the tasks identified in this agreement, I am asking that you return the signed original no later than two weeks after receipt of this letter. Direct any proposed contractual changes to my attention.

Please note the following important deadlines that are a part of this contract.

1. The Contractor is responsible for submitting a new Scope of Services detailing proposed activities for the next contract period by May 1, 1998.
2. The Contractor is responsible for ensuring the completion of reimbursable activities performed under this Scope of Services no later than June 5, 1998. The Contractor shall submit a final request for reimbursement for authorized expenditures no later than June 8, 1998. Maximum compensation for performance of this Scope of Services shall not exceed \$6,000.
3. The Contractor shall submit quarterly progress reports detailing the current status of the Contract including accomplishment of activities listed in the scope of work, plans for the next period, problems encountered and planned solutions, and deviations from the Contract schedule. Progress reports shall be submitted no later than the last day of the month following the end of the quarterly reporting period.
4. 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.

Additionally, please read Attachment C of this contract agreement regarding documentation requirements for contractual service contracts which provide payment on a cost reimbursement basis.

Please contact me at (850) 488-0300 if you have any questions or comments.

Sincerely,

Glen Perrigan
Hazardous Waste Management Section
Enclosures (2)

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

CONTRACT

THIS CONTRACT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Nassau County Department of Solid Waste, Route 1, Box 178, Callahan, Florida 32011 (hereinafter referred to as the "Contractor"), a unit of local government, to provide funding to the Contractor for the purpose of reimbursing costs for a small quantity generator assessment, notification and verification program, in accordance with Sections 403.7225, 403.7265(9), 403.7234 and 403.7236, Florida Statutes (F.S.); Sections 62-731.050 and 62-731.060, Florida Administrative Code (F.A.C.); any subsequent policies regarding local hazardous waste management which the Department shall provide to the Contractor during the term of this Contract; and the Scope of Services provided as Attachment A, attached hereto and made a part hereof. Any terms and conditions of this Contract which vary from those contained in Attachment A shall have precedence.

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 perform the small quantity generator assessment, notification and verification program as defined herein and the Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract, Attachment A (Scope of Services), 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, unless otherwise specified herein.
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 specified in Attachments A and B. The Contractor shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Memorandum No. 10 (dated December 18, 1991), attached hereto and made a part hereof as Attachment C. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.
5. This Contract shall begin upon execution by both parties and end five (5) years from the date of execution, by which date all requirements shall have been completed. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. 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.
6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

7. Pursuant to Section 215.422, Florida Statutes, the Department's Contract 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 850/488-2924 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 forty (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. 3 (1997-98) dated December 3, 1997, has been set at 10% per annum or .02740% per day. The revised interest rate for each calendar year beyond 1998 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.
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:

Contractor

Nassau County Department of
Solid Waste
Attn: Robert P. McIntyre
Route 1, Box 178
Callahan, Florida 32011

Department

Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Attn: Glen Perrigan, MS4555
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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 accordance with Section 216.349, Florida Statutes (financial review of grants and aids appropriations), the Contractor shall comply with the following:
 - A. If the amounts received exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes.
 - B. If the amounts received exceed \$25,000 but do not exceed \$100,000, have an audit of this Contract performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes; or have a statement prepared by an independent certified public accountant which attests that the Contractor has complied with the provisions of this Contract.
 - C. If the amounts received do not exceed \$25,000, have the head of the entity or organization attest, under penalties of perjury, that the entity or organization has complied with the provisions of the Contract.
 - D. Copies of the required statement or audit, as applicable, shall be sent to each of the following within thirteen (13) months after the completion of the Contractor's fiscal year in which the Contract was completed.

-Glen Perrigan (MS4555)
Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

-Audit Director (MS40)
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

To ensure compliance with Section 216.349, Florida Statutes, Chapter 10.600, Rules of the Auditor General, is provided as Attachment D.

15. The Department's Contract Manager is Glen Perrigan, Environmental Specialist III, Phone 850/488-0300. The Contractor's Contract Manager is Robert P. McIntyre, Solid Waste Director, Phone 904/879-6321. All matters shall be directed to the Contract 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. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. The Contractor shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the Department's Contract 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.
25. 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 Workers' Compensation statutes, 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.
26. The Contractor, 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 Contract.

27. Upon satisfactory completion of this Contract, the Contractor may retain ownership of the equipment purchased under this Contract. However, the Contractor shall complete and sign a Property Reporting Form, DEP 11-041, provided as Attachment E, and forward it along with the appropriate invoice to the Department's Contract Manager. The following terms shall apply:
- A. The Contractor 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 Contractor is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
 - C. The Contractor 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.
28. 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 formal amendment to this Contract.
29. The Contractor and any Licensor, if different from the Contractor, warrants that each item of hardware, software, and/or firmware delivered, developed or modified under this Contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the Contractor, provided that all items (e.g. hardware, software, firmware) used in combination with other designated items properly exchange date data with it. **The duration of this warranty and the remedies available to the State for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this Contract,** provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the State under this warranty shall include repair or replacement of any item whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this Contract with respect to defects other than Year 2000 performance.
30. The Contractor and any Licensor, if different from the Contractor, represents and warrants that the software, which is licensed to licensee/Department hereunder, is designed to be used prior to, during, and after the calendar year 2000 AD, and that the software will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. Without limiting the generality of the foregoing, the Contractor and any Licensor, if different from the Contractor, further represents and warrants (1) that the software will not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century; (2) that the software has been designed to ensure year 2000 compatibility, including, but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, and date data interface values that reflect the century; (3) that the software includes "year 2000 capabilities", which means the software (a) will manage and manipulate data involving dates, including single century formulas and multi-century formulas, and will not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and (b) provides that all date-related

user interface functionalities and data fields include the indication of century; and (c) provides that all date-related data interface functionalities include the indication of century.

31. In the event of any decrease in hardware or software program functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operation beyond the Millennium Date Change, the Contractor and any Licensors, if different from the Contractor, and Vendors of such Contractor/Licensors products agree to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein at no charge to the licensee/Department, and without interruption to the ongoing business of the licensee/Department, time being of the essence.
32. By execution of this Contract, the Contractor certifies that all information technology products resulting from this Contract will continue to operate properly upon the arrival of Year 2000.
33. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
34. 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.
35. 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.
36. 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.
37. 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.

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

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Chairman

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
Chief, Bureau of Solid and Hazardous Waste

Date: 1/12/98

Date: 12/17/97

ATTEST:

[Signature]
J. M. Oxley, Jr.
Ex-Officio Clerk

[Signature]
DEP Contract Manager

[Signature]
DEP Contracts Administrator

Approved as to form and legality:
[Signature]
DEP Attorney

FEID No. 59-1863042

Contractor's Remittance Address:

(Address)

(City, State and Zip Code)

*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>Small Quantity Assessment, Notification and Verification Program</u>
<u>Attachment</u>	<u>C</u>	<u>Authorized Expenditure Categories (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Comptroller Memorandum No. 10 (1991-92) (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Chapter 10.600, Rules of the Auditor General (5 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Property Reporting Form (1 Page)</u>

ATTACHMENT A

Scope of Services

1. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, 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 designs, drawings, specifications, reports and other services.
2. The Contractor agrees to conduct the small quantity generator assessment, notification and verification program to identify hazardous waste related problems within its jurisdictional boundaries. Local hazardous waste management assessments shall be renewed every five (5) years. The assessment rolls shall be brought up to date annually during the five year interval by including the applicable names from Department sources, occupational licenses, building permits, and from not less than one complete survey of the business pages of the Contractor's local county telephone systems. At the beginning of the five-year period, all potential small quantity generators identified on the assessment roll shall be notified. Each year thereafter, identify all known and potential businesses on July 1 and notify only newly identified businesses not previously notified. Annually, the Contractor shall verify the management practices of at least twenty (20) percent of its small quantity generators.
3. The Contractor agrees to comply with the requirements of the Small Quantity Generator Assessment, Notification and Verification Program as specified in the document entitled "Guidelines to Conduct the County Small Quantity Generator Assessment, Notification and Verification Program, February, 1994."
4. The Contractor is responsible for submitting a new Scope of Services detailing proposed activities for the next Contract period by May 1 of each year. This Contract may be amended to provide for additional services and compensation throughout the life of the Contract based on the submission and approval of the additional Scope of Services described herein. The ceiling amount of this Contract is set at \$30,000. However, the Contract shall be funded incrementally with each Scope of Services authorized under this Contract. The initial funding increment provided under this Contract is \$6,000. All funding increment increases shall be authorized by amendment of this Contract. The Contractor is not authorized to expend funds in excess of the authorized funding increment amount of the Contract.
5. If the Contractor fails to operate the small quantity generator assessment, notification and verification program for the five year period covered by this Contract, the Contractor shall reimburse the Department, with interest, all funds received under this Contract.

REPORTS

1. In an effort to conserve and recycle natural resources, the Contractor shall submit all reports generated under this Contract on recycled paper.
2. The Contractor shall submit quarterly progress reports detailing the current status of the Contract including accomplishment of activities listed in the scope of work, plans for the next period, problems encountered and planned solutions, and deviations from the Contract schedule.
3. Progress reports shall be submitted no later than the last day of the month following the end of the quarterly reporting period.
4. Copies of any educational and public awareness materials created or produced under this Contract shall be submitted to the Department and shall become public domain.
5. 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.

PROGRAM ELEMENTS - CONTRACT PERIOD 1 (Contract Execution - June 5, 1998)

The following program elements are described to support the proposed expenditure of Contract funds for the Contract period of Contract Execution through June 5, 1998:

SQG Assessment, Notification and Verification Program

- The primary purpose of the funds provided under this Contract shall be to cover costs incurred to conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification program in accordance with Sections 403.7225, 403.7265(9), 403.7234 and 403.7236 Florida Statutes (F.S.); Sections 62-731.050 and 62-731.060, Florida Administrative Code (F.A.C.); for Nassau County.

Public Awareness and Education and Compliance Assistance

- Present three (3) SQG seminars in Nassau County for the regulated community. These seminars will address generator responsibilities under the hazardous waste laws and explain how inspections will be conducted within the County. At least one of the seminars will be presented to County Maintenance staff on the proper management of hazardous waste at local government operated facilities.

Staff Education and Training

- Staff Training is needed to gain a thorough understanding of the hazardous waste rules and to attain the minimum safety training requirements as required by OSHA.

Office Equipment/Supplies

- Subscribe to Internet connection to more effectively communicate with the Department, by electronic mail and transferring files.
- Office equipment and supplies are necessary to carry out the daily responsibilities of the Assessment, Notification and Verification Program including organizing and maintaining records and communicating with the Florida Department of Environmental Protection and Nassau County business community.

Estimated Budget:

Salaries and Benefits	
SQG Program Manager (funded from other sources)	\$0.00
Administration and Clerical	\$1,030.00
Fire Marshall	\$1,040.00
Benefits @38%	\$787.00
Salaries and Benefits Subtotal:	\$2,857.00
Staff Education and Training	
Hazardous Waste Regulations for Generators (1day)	\$275.00
Annual Hazardous Waste Conference (2 days)	\$495.00
Health & Safety Training for HazMat Activities (5 days)	\$895.00
Travel Per Diem (8 days @ 21/day)	\$168.00
Hotel (5 days @ \$65/day)	\$325.00
Travel Mileage (500 miles @.29/mile)	\$145.00
Staff Education and Training Subtotal:	\$2,303.00
Operating Expenses	
Office Supplies	\$140.00
Postage	\$500.00
Internet connection and service for 1 year	\$200.00
Operating Expenses Subtotal:	\$840.00
Budget Total:	\$6,000.00

The Contractor is responsible for ensuring the completion of reimbursable activities performed under the above Scope of Services no later than June 5, 1998. The Contractor shall submit a final request for reimbursement for authorized expenditures no later than June 8, 1998. Maximum compensation for performance of the Scope of Services described above shall not exceed \$6,000.

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ATTACHMENT B

Small Quantity Assessment, Notification and Verification Program Authorized Expenditure Categories

Administration

Administrative expenditures shall be limited to those authorized by the Department which are identified in Attachment A.

- Salaries
- Travel and per diem

Capital Outlay/Expense

Equipment and material necessary for the compliance activities associated with the Small Quantity Generator Program

- Computer hardware, software, peripherals (limited based on county program need)
- File storage
- Office supplies
- Other equipment - obtain DEP Contract Manager's written approval.

Educational and Public Awareness Expense Items:

Promoting proper hazardous waste management and/or pollution prevention through the development and distribution of educational and public awareness materials.

- Fact sheet, brochure development, duplication and distribution
- Workshop development including advertising
- Staff training (RCRA, waste management educational workshops such as TREEO, DEP)

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ATTACHMENT C



OFFICE OF COMPTROLLER
DEPARTMENT OF BANKING AND FINANCE
STATE OF FLORIDA
TALLAHASSEE
32399-0350

RECEIVED
DEP CONTRACTS OFFICE
91 DEC 20 AM 11:43

December 18, 1991

COMPTROLLER'S MEMORANDUM NO. 10 (1991-1992)

SUBJECT: CONTRACTUAL SERVICES - COST REIMBURSEMENT CONTRACTS

This memorandum is to provide clarification relative to the documentation requirements for those contractual service contracts which provide for payment on a cost reimbursement basis. In general, cost reimbursement contracts require an itemized listing (by category) of all expenditures claimed along with supporting documentation for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be furnished in lieu of copies of actual checks. Each piece of documentation should also clearly reflect the dates of service. The types of documentation listed below are examples and represent 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.

(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.

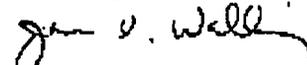
(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of General Services Rule 13A-1.017, F.A.C., 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 based 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.

It should be noted that the documentation submitted with each voucher will be evaluated individually using the above guidelines. Should you have questions or require further clarification, please contact Cheri Greene at 488-4098, SUNCOM 278-4098.

Sincerely,



Jane I Walling, Director
Division of Accounting
and Auditing

JIW:Mcs

ATTACHMENT D

RULES OF THE AUDITOR GENERAL

CHAPTER 10.600

**AUDITS OF STATE GRANTS AND AIDS APPROPRIATIONS
UNDER SECTION 216.349, FLORIDA STATUTES**

EFFECTIVE 9-30-96

The Schedule of State Financial Assistance may be combined with the Schedule of Federal Financial Assistance for reporting purposes so long as the State grants and aids appropriation moneys are clearly identified and shown separately. Likewise, the compliance report on State grants and aids appropriation moneys may be combined with the compliance report on Federal financial assistance so long as the language of the report clearly indicates that the required assurance also applied to the State grants and aids appropriation moneys on the schedules.

These rules apply only to grants made by State agencies from appropriations designated as "grants and aids" in a Florida appropriations act. These rules do not apply to grants made from sources of money other than those designated as "grants and aids" in a Florida appropriations act. There may be occasions when State grants and aids appropriation moneys received from a State agency may include Federal and local grant moneys. These rules require a Schedule of State Financial Assistance, which in effect requires that State grants and aids appropriation moneys be shown on a separate schedule or disaggregated when included on a schedule prepared under other applicable Federal audit requirements.

The Auditor General has no authority or responsibility to determine which grants and aids are covered by this section of the Florida Statutes. Because of responsibilities assigned to the administering State agency and the Comptroller of the State of Florida, either or both should be able to assist the auditee in determining which grants and aids come under Section 216.349, Florida Statutes. The administering State agency should also be consulted regarding any specific form requirements for the required report and schedule.

Section 216.349, Florida Statutes, imposes audit requirements on recipients of grants and aids appropriations from State agencies. The grants and aids appropriations referred to in Section 216.349, Florida Statutes, are those designated as "grants and aids" in a Florida appropriations act. The beginning point of any audit required by this section of law should be a determination of which State moneys received by the auditee are grants and aids appropriations as described above.

PREFACE TO RULES

2	PREFACE TO RULES	10.610
3	LOCAL GOVERNMENTAL ENTITIES	10.620
3	NONPROFIT ORGANIZATIONS	10.630
4	FORPROFIT ORGANIZATIONS	10.640
4	EFFECTIVE DATE	
5	APPENDIX	

Page	Description	Section
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TABLE OF CONTENTS

**RULES OF THE AUDITOR GENERAL
CHAPTER 10.600**

If an audit is required pursuant to Section 216.349, Florida Statutes, these rules require a compliance report which shall address State grants and aids appropriation moneys. The compliance report required under these rules is the same for local governmental entities, nonprofit organizations, and for-profit organizations. The referenced auditing standards are different for each type of entity but the audit procedures should be essentially the same for each type of entity.

The auditor must determine from the grant agreement and/or inquiries with the granting agency the level or amount of testing necessary to report on whether or not the expenditures of the grants were in accordance with all legal and regulatory requirements and that the funds were not used for the purpose of lobbying the Legislature, the judicial branch, or a State agency. Nothing in these rules precludes the auditor from testing grant moneys for both Federal and State requirements at the same time. However, as stated earlier, these rules do require a Schedule of State Financial Assistance and a compliance report that refers specifically to the Schedule of State Financial Assistance.

Nothing contained in these rules precludes a State granting agency from imposing requirements that are in addition to those specified in these rules.

History: New 06-30-93 Amended 06-30-94, 06-30-95

10.610 LOCAL GOVERNMENTAL ENTITIES

- (1) Definition -- For purposes of this Rule, the term "local governmental entity" means a county agency, municipality, or special district or any other entity (other than a district school board or community college), however styled, that independently exercises any type of governmental function.
- (2) When an audit is required pursuant to Section 216.349, Florida Statutes, and the entity receiving the grant is a local governmental entity, the audit shall be made using applicable standards from *Government Auditing Standards* (1994 Revision). At a minimum, applicable standards should include those standards which refer to compliance with laws and regulations. Grantor State agencies may also impose additional requirements.
- (3) The audit report produced in compliance with Section 216.349, Florida Statutes, shall contain a schedule of State financial assistance which meets the requirements of the granting agency(s) and a written report on the auditor's tests of compliance with applicable laws and regulations. This report, which may be included in either the report on the financial audit or a separate report, should present the results of the auditor's tests of compliance, including all irregularities, illegal acts, and other instances of noncompliance that are material to the financial statements. Additionally, the report should refer to the Schedule of State Financial Assistance.

General Authority and Law Implemented - Section 11.45, Florida Statutes, and Section 216.349, Florida Statutes.
History: New 06-30-92 Amended 06-30-93, 06-30-94, 06-30-95

10.620 NONPROFIT ORGANIZATIONS

- (1) Definition -- The term "nonprofit organization" means any organization which is not a governmental entity, or a for-profit organization.

- (2) When an audit is required pursuant to Section 216.349, Florida Statutes, and the entity receiving the grant is a nonprofit organization, the audit shall be made using applicable standards from *Government Auditing Standards* (1994 Revision). At a minimum, applicable standards should include those standards which refer to compliance with laws and regulations. Grantor State agencies may also impose additional requirements.
- (3) The audit report produced in compliance with Section 216.349, Florida Statutes, shall contain a schedule of State financial assistance which meets the requirements of the granting agency(s) and a written report on the auditor's tests of compliance with applicable laws and regulations. This report, which may be included in either the report on the financial audit or a separate report, should present the results of the auditor's tests of compliance, including all irregularities, illegal acts, and other instances of noncompliance that are material to the financial statements. Additionally, the report should refer to the Schedule of State Financial Assistance.

General Authority and Law Implemented - Section 11.45, Florida Statutes, and Section 216.349, Florida Statutes.
History: New 06-30-92 Amended 06-30-93, 06-30-94, 06-30-95

10.630 FOR-PROFIT ORGANIZATIONS

- (1) Definition -- The term "for-profit organization" means any organization which is not a governmental entity, or a nonprofit organization.
- (2) When an audit is required pursuant to Section 216.349, Florida Statutes, and the entity receiving the grant is a for-profit organization, the audit shall be made using applicable standards from generally accepted auditing standards. At a minimum, applicable standards should include those standards which refer to compliance with laws and regulations. Grantor State agencies may also impose additional requirements.
- (3) The audit report produced in compliance with Section 216.349, Florida Statutes, shall contain a schedule of State financial assistance which meets the requirements of the granting agency(s) and a written report on the auditor's tests of compliance with applicable laws and regulations. This report, which may be included in either the report on the financial audit or a separate report, should present the results of the auditor's tests of compliance, including all irregularities, illegal acts, and other instances of noncompliance that are material to the financial statements. Additionally, the report should refer to the Schedule of State Financial Assistance.

General Authority and Law Implemented - Section 11.45, Florida Statutes, and Section 216.349, Florida Statutes.
History: New 06-30-92 Amended 06-30-93, 06-30-94, 06-30-95

10.640 EFFECTIVE DATE

These Rules, as amended, shall take effect September 30, 1996, and are applicable to audits for fiscal years ending September 30, 1996, and thereafter.

General Authority and Law Implemented - Section 11.45, Florida Statutes, and Section 216.349, Florida Statutes.
History: New 06-30-92

APPENDIX

EXCERPTS FROM FLORIDA STATUTES, 1996

Amended 06-30-93, 06-30-94, 06-30-95, 09-30-96

216.349 Financial review of grants and aids appropriations; audit or attestation statement. --

(1) Before disbursing any funds from a grants and aids appropriation pursuant to a grant or contract, the state agency, or the judicial branch, authorized by the appropriations act to administer the funds and the Comptroller must independently ensure that the proposed expenditure is in accordance with all legal and regulatory requirements and find that the terms of the grant or contract specifically prohibits the use of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

(2) Any local governmental entity, nonprofit organization, or for-profit organization that is awarded funds from a grants and aids appropriation by a state agency shall:

(a) If the amounts received exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to s. 11.45;

(b) If the amounts received exceed \$25,000 but do not exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to s. 11.45 or have a statement prepared by an independent certified public accountant which attests that the receiving entity or organization has complied with the provisions of the grant; or

(c) If the amounts received do not exceed \$25,000, have the head of the entity or organization attest, under penalties of perjury, that the entity or organization has complied with the provisions of the grant.

All audits performed or attestation statements prepared under this subsection shall be filed with the granting agency and with the Auditor General.

History. -- s. 29, ch. 91-109; s. 78, ch. 92-142.

ATTACHMENT E

PROPERTY REPORTING FORM FOR DEP CONTRACT NO. HW381

CONTRACTOR: List non-expendable equipment/personal property* costing \$500 or more purchased under the above contract. Also list all upgrades* under this contract, regardless of cost, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet).

<u>DESCRIPTION</u>	<u>SERIAL NO. COST**</u>	<u>LOCATION / ADDRESS</u>	DEP USE ONLY (PC) (LC)	
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

CONTRACTOR: _____ Contractor Project Manager: _____ Date: _____

----- **BELOW FOR DEP USE ONLY** -----

DEP CONTRACT MANAGER: COMPLETE AND SIGN THIS SECTION AND SEND ORIGINAL DOCUMENTS WITH THE INVOICE FOR PAYMENT TO DEP FINANCE AND ACCOUNTING; SEND COPIES TO THE DEP PROPERTY SECTION.

Organization Code: _____ Contract End Date: _____ DEP Project Manager/Date _____ / _____

DEP PROPERTY SECTION: Assign OCO Property Control (PC) number and Location Code (LC) above.

DEP FINANCE AND ACCOUNTING: Above items should be recorded as OCO.
DEP 11-041



Nassau County Department of
Solid Waste Management

ROBERT P. McINTYRE
Director

441 N. KINGS ROAD
CALLAHAN, FLORIDA 32011

To: Board of County Commissioners
From: Robert P. McIntyre 
Re: Hazardous Waste Management Program Contract
Date: December 31, 1997

We request the Board of County Commissioners to approve and sign the Hazardous Waste Management Program Grant Contract with Florida Department of Environment Protection. This Contract is for \$6000.00 for this 1st year and is to provide funding to Nassau County for the purpose of reimbursing cost for the Small Quantity Generator Assessment, Notification and Verification program.

c:\bocc\smqg_agree.doc

received
11-16-98 BM

DEP CONTRACT NO. HW381
AMENDMENT NO. 1

THIS CONTRACT as entered into on the 12th day of January, 1998, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, the Scope of Services as set forth in Attachment A for the first period of service (i.e. Contract execution through June 5, 1998), has been satisfactorily completed by the Contractor; and,

WHEREAS, the scope of services and funding for the second period of service needs to be added to this Contract; and,

WHEREAS, due to the delay in the development of the scope for the second period of services and the Department's desire to have each funding period's scope of services coincide with the State Fiscal Year, it is understood and agreed that the actual time period for the second period of services shall commence with execution of this Amendment and end June 4, 1999.

NOW, THEREFORE, the Contract is hereby amended as follows:

- It is hereby understood and agreed that all references in the body of the Contract to Attachment A shall also include Attachment A-1.
- Attachment A-1, Scope of Services - Second Period of Service, attached hereto, is hereby added to the Contract.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS


Title: Chairman

Date: November 23, 1998

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

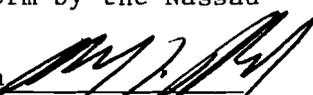
By: 
Chief, Bureau of Solid and Hazardous Waste

Date: 7/11/98

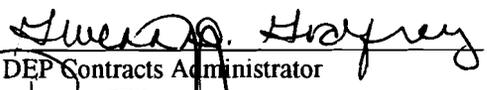
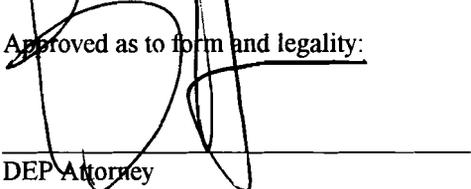
ATTEST:


J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the Nassau
County Attorney

Michael S. Mullin 

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


DEP Contracts Administrator
Approved as to form and legality:

DEP Attorney

Specify Type	Number	Letter/Description (include number of pages)
Attachment	A-1	Scope of Services - Second Period of Service (3 Pages)

ATTACHMENT A-1

Scope of Services – Second period of Service

This Scope of Service shall cover the second funding period beginning with the execution of Amendment No. 1 and ending June 4, 1999.

1. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, 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 designs, drawings, specifications, reports and other services.
2. The Contractor agrees to conduct the small quantity generator assessment, notification and verification program to identify hazardous waste related problems within its jurisdictional boundaries. Local hazardous waste management assessments shall be renewed every five (5) years. **The assessment rolls shall be brought up to date annually during the five year interval by including the applicable names from Department sources, occupational licenses, building permits, and from not less than one complete survey of the business pages of the Contractor's local county telephone systems. At the beginning of the five-year period, all potential small quantity generators identified on the assessment roll shall be notified. Each year thereafter, identify all known and potential businesses on July 1 and notify only newly identified businesses not previously notified. Annually, the Contractor shall verify the management practices of at least twenty (20) percent of its small quantity generators.**
3. The Contractor agrees to comply with the requirements of the Small Quantity Generator Assessment, Notification and Verification Program as specified in the document entitled "Guidelines to Conduct the County Small Quantity Generator Assessment, Notification and Verification Program, February, 1994."
4. The Contractor is responsible for submitting a new Scope of Services detailing proposed activities for the next contract period by May 3, 1999.
5. The Contractor is responsible for ensuring the completion of reimbursable activities performed under this Scope of Services no later than June 4, 1999. The Contractor shall submit a final request for reimbursement for authorized expenditures no later than June 7, 1999. Maximum compensation for performance of this Scope of Services shall not exceed \$6,000. This Contract shall be amended to provide for additional scopes of services for each additional period of service under the Contract, based upon the submission to, and approval by, the Department of the additional scope of services and corresponding budget. Funding for the second period of service is herein provided in an amount not to exceed \$6,000. The maximum compensation for the Contract is hereby increased from \$6,000 to \$12,600 (an increase of \$6,000). In accordance with Section 403.7328(3), Florida Statutes, the ceiling amount under this Contract shall not exceed \$30,000. The Contractor is not authorized to expend funds in excess of the authorized compensation amount of the Contract.
6. If the Contractor fails to operate the small quantity generator assessment, notification and verification program for the five year period covered by this Contract, the Contractor shall reimburse the Department, with interest, all funds received under this Contract.

G.P. 11-6-98
62-731.050 FAX

REPORTS

1. In an effort to conserve and recycle natural resources, the Contractor shall submit all reports generated under this Contract on recycled paper.
2. The Contractor shall submit quarterly progress reports detailing the current status of the Contract including accomplishment of activities listed in the scope of work, plans for the next period, problems encountered and planned solutions, and deviations from the Contract schedule. **Additionally, the Contractor will provide the Department in its final report the following information: the total number of businesses on the assessment roll as of July 1, 1998; number of businesses verified and the number of on-site verifications; number of phone call verifications (if applicable) and the number of new potential Small Quantity Generators.**
3. Progress reports shall be submitted no later than the last day of the month following the end of the quarterly reporting period.
4. Copies of any educational and public awareness materials created or produced under this Contract shall be submitted to the Department and shall become public domain.
5. 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.

PROGRAM ELEMENTS

The following program elements are described to support the proposed expenditure of Contract funds for the contract period of Contract Execution through June 4, 1999:

SQG Assessment, Notification and Verification Program

- The primary purpose of the funds provided under this contract shall be to cover costs incurred to conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification program in accordance with Sections 403.7225, 403.7265(9), 403.7234 and 403.7236 Florida Statutes (F.S.); Sections 62-731.050 and 62-731.060, Florida Administrative Code (F.A.C.); for Nassau County.

Public Awareness and Education and Compliance Assistance

- Present three (3) SQG seminars in Nassau County for the regulated community. These seminars will address generator responsibilities under the hazardous waste laws and explain how inspections will be conducted within the County. At least one of the seminars will be presented to County Maintenance staff on the proper management of hazardous waste at local government operated facilities.

Staff Education and Training

- Staff Training is needed to gain a thorough understanding of the hazardous waste rules and to attain the minimum safety training requirements as required by OSHA.

Office Equipment/Supplies

- Subscribe to Internet connection to more effectively communicate with the Department, by electronic mail and transferring files.
- Computer peripheral, audio visual aids.

- Office equipment and supplies are necessary to carry out the daily responsibilities of the Assessment, Notification and Verification Program including organizing and maintaining records and communicating with the Florida Department of Environmental Protection and Nassau County business community.

Budget

Second Year Estimated Expenditures

Salaries and Benefits	\$0.00
Total:	\$0.00
Staff Education and Training	
Hazardous Waste Regulations for Generators	550
Annual Hazardous Waste Conference	750
Health & Safety Training for HazMat Activities	895
Travel Per Diem (10days @ 21/day)	210
Hotel (7 days @ \$75/day)	525
Travel Mileage (500 miles @.29/mile)	145
Total:	\$3,075.00
Operating Expenses	
Three (3) SQG Seminars	1000
Equipment	1085
Office Supplies	140
Postage	500
Internet connection and service for 1 year	200
Total:	\$2,925.00
Grand Total:	\$6,000.00

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Nassau County Department of
Solid Waste Management

440 S. KINGS ROAD
CALLAHAN, FLORIDA 32011

RECEIVED
11/16/98
cc: mullen

ROBERT P. McINTYRE
Director

To: Board of County Commissioners
From: Robert P. McIntyre 
Re: 98/99 SQG Assessment, Notification & Verification Grant
Date: November 16, 1998

We request the Board of County Commissioners to authorize the Chairman to approve and sign the 98/99 SQG Assessment, Notification and Verification Program Grant. Through this Grant Nassau County Small Quantity Generator business owners can become aware of how to properly dispose of hazardous waste.

DEP CONTRACT NO. HW381
AMENDMENT NO. 2

THIS CONTRACT as entered into on the 12th day of January, 1998, and amended on the 23rd day of November, 1998, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, the Scope of Services as set forth in Attachment A-1 for the second period of service (i.e. November 23, 1998 through June 4, 1999), has been satisfactorily completed by the Contractor; and,

WHEREAS, the scope of services and funding for the third period of service needs to be added to this Contract; and,

WHEREAS, due to the delay in the development of the scope for the third period of services and the Department's desire to have each funding period's scope of services coincide with the State Fiscal Year, it is understood and agreed that the actual time period for the third period of services shall commence with execution of this Amendment and end June 2, 2000.

NOW, THEREFORE, the Contract is hereby amended as follows:

- It is hereby understood and agreed that all references in the body of the Contract to Attachments A and A-1, shall also include Attachment A-2.
- Attachment A-2, Scope of Services - Third Period of Service, attached hereto, is hereby added to the Contract.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

By: [Signature]
Title:

Date: 8/9/99

ATTEST:

[Signature]
J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney

[Signature]
Michael S. Mullin

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

Specify Type	Number	Letter/Description (include number of pages)
--------------	--------	--

Attachment	A-2	Scope of Services - Third Period of Service (3 Pages)
------------	-----	---

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Chief, Bureau of Solid and Hazardous Waste

Date: 7/8/99

[Signature]
DEP Contracts Administrator

Approved as to form and legality:

[Signature]
DEP Attorney

ATTACHMENT A-2

Scope of Services – Third period of Service

This Scope of Service shall cover the third funding period beginning with the execution of the Amendment No. 2 and ending June 2, 2000.

1. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, 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 designs, drawings, specifications, reports and other services.
2. The Contractor agrees to conduct the small quantity generator assessment, notification and verification program to identify hazardous waste related problems within its jurisdictional boundaries. Local hazardous waste management assessments shall be renewed every five (5) years. **The assessment rolls shall be brought up to date annually during the five year interval by including the applicable names from Department sources, occupational licenses, building permits, and from not less than one complete survey of the business pages of the Contractor's local county telephone systems. At the beginning of the five-year period, all potential small quantity generators identified on the assessment roll shall be notified. Each year thereafter, identify all known and potential businesses on July 1 and notify only newly identified businesses not previously notified. Annually, the Contractor shall verify the management practices of at least twenty (20) percent of its small quantity generators.**
3. The Contractor agrees to comply with the requirements of the Small Quantity Generator Assessment, Notification and Verification Program as specified in the document entitled "Guidelines to Conduct the County Small Quantity Generator Assessment, Notification and Verification Program, February, 1994."
4. The Contractor is responsible for submitting a new Scope of Services detailing proposed activities for the next contract period by May 8, 2000.
5. The Contractor is responsible for ensuring the completion of reimbursable activities performed under this Scope of Services no later than June 2, 2000. The Contractor shall submit a final request for reimbursement for authorized expenditures no later than June 16, 2000. Maximum compensation for performance of this Scope of Services shall not exceed \$6,000. This Contract shall be amended to provide for additional scopes of services for each additional period of service under the Contract, based upon the submission to, and approval by, the Department of the additional scope of services and corresponding budget. Funding for third period of service is herein provided in an amount not to exceed \$6,000. The maximum compensation for the Contract is hereby increased from \$12,000 to \$18,000 (an increase of \$6,000). In accordance with 62-731.050 Florida Administrative Code, the ceiling amount under this Contract shall not exceed \$30,000. The Contractor is not authorized to expend funds in excess of the authorized compensation amount of the Contract.
6. If the Contractor fails to operate the small quantity generator assessment, notification and verification program for the five year period covered by this Contract, the Contractor shall reimburse the Department, with interest, all funds received under this Contract.

REPORTS

1. In an effort to conserve and recycle natural resources, the Contractor shall submit all reports generated under this Contract on recycled paper.
2. The Contractor shall submit quarterly progress reports detailing the current status of the Contract including accomplishment of activities listed in the scope of work, plans for the next period, problems encountered and planned solutions, and deviations from the Contract schedule. **Additionally, the Contractor will provide the Department in its final report the following information: the total number of businesses on the assessment roll as of July 1, 1999; number of businesses verified and the number of on-site verifications; number of phone call verifications (if applicable) and the number of new potential Small Quantity Generators.**
3. Progress reports shall be submitted no later than the last day of the month following the end of the quarterly reporting period.
4. Copies of any educational and public awareness materials created or produced under this Contract shall be submitted to the Department and shall become public domain.
5. 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.

PROGRAM ELEMENTS

The following program elements are described to support the proposed expenditure of Contract funds for the contract period of Contract Execution through June 2, 2000:

SQG Assessment, Notification and Verification Program

- The primary purpose of the funds provided under this contract shall be to cover costs incurred to conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification program in accordance with Sections 403.7225, 403.7265(9), 403.7234 and 403.7236 Florida Statutes (F.S.); Sections 62-731.050 and 62-731.060, Florida Administrative Code (F.A.C.); for Nassau County. Updated SQG data will be submitted per guidelines no later than June 2, 2000.

Public Awareness and Education and Compliance Assistance

- Present five (5) mini SQG seminars in Nassau County for regulated businesses. These seminars will address generator responsibilities under the hazardous waste laws and explain how inspections will be conducted within the County. At least one of the seminars will be presented to City of Fernandina Beach Maintenance staff on the proper management of hazardous waste at local government operated facilities.

Staff Education and Training

- Staff Education and Training is needed to gain a thorough understanding of the hazardous waste rules and to attain the minimum safety training requirements as required by OSHA.

Office Equipment/Supplies

- Subscribe to Internet connection to more effectively communicate with the Department, by electronic mail and transferring files.

- Laptop computer purchase to be used by the inspector while in the field to input survey information as well as to print reports and fact sheets for the regulated industry.
- Office equipment and supplies are necessary to carry out the daily responsibilities of the Assessment, Notification and Verification Program including organizing and maintaining records and communicating with the Florida Department of Environmental Protection and Nassau County business community.

Budget

Third Year Estimated Expenditures

DESCRIPTION	EXPLANATION	BUDGET
Public Awareness and Education and Compliance Assistance	Training Classes SQG	1100
Staff Education and Training	Mileage, Hotel for regional meeting and SQG Workshop	1500
Office Equipment/Supplies	Postage Meter, SQG Materials, Internet, Phone ,Lap Top Computer	3400
	TOTAL	\$6,000.00

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Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

July 9, 1999

David B. Struhs
Secretary

received
7/19/99 *DSM*

Mr. Robert McIntyre, Director
Nassau Solid Waste Department
Route 1, Box 178
Callahan, Florida 32011

Subject: Contract No. HW381, Amendment No. 2

Dear Mr. McIntyre:

Enclosed are two copies of the Florida Department of Environmental Protection Amendment No. 2 for funding the SQG Program Grant, DEP Contract No. HW381.

Please have both copies of the amendment executed and return one original to my attention at Mail Station 4555, at the letterhead address. Direct any proposed contractual changes to my attention.

Please note the following important deadlines that are a part of this contract.

1. The Contractor is responsible for submitting a new Scope of Services detailing proposed activities for the next contract period by May 8, 2000.
2. The Contractor is responsible for ensuring the completion of reimbursable activities performed under this Scope of Services no later than June 2, 2000. The Contractor shall submit a final request for reimbursement for authorized expenditures no later than June 16, 2000. Maximum compensation for performance of this Scope of Services shall not exceed \$6,000.
3. The Contractor shall submit quarterly progress reports detailing the status of the Contract including accomplishment of activities listed in the scope of work, plans for the next period, problems encountered and planned solutions, and deviations from the Contract schedule. Progress reports shall be submitted no later than the last day of the month following the end of the quarterly reporting period.
4. 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.

Additionally, please read Attachment C of this contract agreement regarding documentation requirements for contractual service contracts which provide payment on a cost reimbursement basis.

Please contact me at (850) 488-0300 if you have any questions or comments.

Sincerely,

Glen Perrigan
DEP Contract Manager

Enclosures (2)



Nassau County Department of
Solid Waste Management

RECEIVED
7/28/99

ROBERT P. McINTYRE
Director

440 S. KINGS ROAD
CALLAHAN, FLORIDA 32011

To: Board of County Commissioners

From: Robert McIntyre

A handwritten signature in black ink, appearing to read "R. McIntyre", written over the printed name.

Re: SQG Program Grant Contract

Date: July 19, 1999

.....

Request the board approve and authorize the Chairman to sign the Florida Department of Environmental Protection Contract No. HW381 Amendment No. 2 for the SQG Assessment Notification and Verification Program. The contract has been reviewed by the County Attorney and the Clerk of the Court.

DEP CONTRACT NO. HW381
AMENDMENT NO. 3

THIS CONTRACT as entered into on the 12th day of January, 1998, and amended on the 23rd day of November, 1998, and on the 9th day of August, 1999, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, the Scope of Services as set forth in Attachment A-2 for the third period of service (i.e. August 9, 1999 through June 2, 2000), has been satisfactorily completed by the Contractor; and,

WHEREAS, the scope of services and funding for the fourth period of service needs to be added to this Contract; and,

WHEREAS, due to the delay in the development of the scope for the fourth period of service and the Department's desire to have each funding period's scope of services coincide with the State Fiscal Year, it is understood and agreed that the actual time period for the fourth period of service shall commence with execution of this Amendment and end June 1, 2001; and,

WHEREAS, other changes to the Contract are necessary.

NOW, THEREFORE, the Contract is hereby amended as follows:

-- Paragraph 7, the last sentence is hereby revised to read as follows:

The Vendor Ombudsman may be contacted at 850/410-9724 or 1-800-848-3792.

-- Paragraph 14 is hereby deleted in its entirety and replaced with the following:

In addition to the provisions contained in Paragraph 13 above, the Contractor shall comply with the applicable provisions contained in Attachment D-1, Special Audit Requirements. A revised copy of Attachment D-1, 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-1. If the Contractor fails to receive a revised copy of Attachment D-1, Exhibit-1, the Contractor shall notify the Department's Contracts Administrator at (850) 922-5942 to request a copy of the updated information.

-- Paragraph 27, the second sentence is hereby revised to read as follows:

However, the Contractor shall complete and sign a Revised Property Reporting Form, DEP 11-041, provided as Attachment E-1, and forward it along with the appropriate invoice to the Department's Contract Manager.

-- It is hereby understood and agreed that all references in the body of the Contract to Attachments A, A-1 and A-2, shall also include Attachment A-3.

-- Attachment A-3, Scope of Services - Fourth Period of Service, attached hereto, is hereby added to the Contract.

-- Attachment D, Chapter 10.600, Rules of the Auditor General, is hereby deleted in its entirety and replaced with Attachment D-1, Special Audit Requirements, attached hereto and made a part hereof.

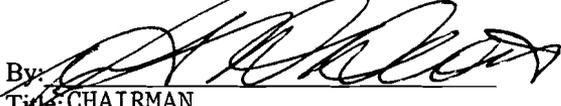
-- Attachment E, Property Reporting Form, is hereby deleted in its entirety and replaced with Attachment E-1, Revised Property Reporting Form, attached hereto and made a part hereof.

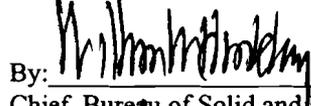
In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

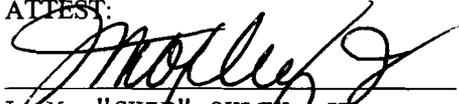
By: 
Title: CHAIRMAN

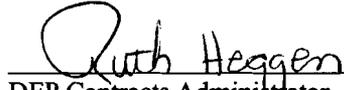
By: 
Chief, Bureau of Solid and Hazardous Waste

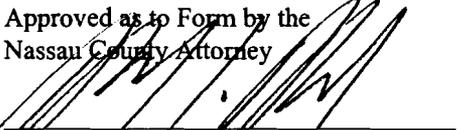
Date: AUGUST 14, 2000

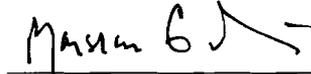
Date: 7/30/00

ATTEST:


J. M. "CHIP" OXLEY JR.
EX-OFFICIO CLERK


DEP Contracts Administrator

Approved as to Form by the Nassau County Attorney

MICHAEL S. MULLIN

Approved as to form and legality:

DEP Attorney

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

Specify Type	Number	Letter/Description (include number of pages)
Attachment	A-3	Scope of Services - Fourth Period of Service (3 Pages)
Attachment	D-1	Special Audit Requirements (5 Pages)
Attachment	E-1	Revised Property Reporting Form (1 Page)

ATTACHMENT A-3

SCOPE OF SERVICES – FOURTH PERIOD OF SERVICE

This Scope of Service shall cover the 4th funding period beginning with the execution of Amendment No. 3 and ending June 1, 2001.

1. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, 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 designs, drawings, specifications, reports and other services.
2. The Contractor agrees to conduct the small quantity generator assessment, notification and verification program to identify hazardous waste related problems within its jurisdictional boundaries. Local hazardous waste management assessments shall be renewed every five (5) years. **The assessment rolls shall be brought up to date annually during the five year interval by including the applicable names from Department sources, occupational licenses, building permits, and from not less than one complete survey of the business pages of the Contractor's local county telephone systems. At the beginning of the five-year period, all potential small quantity generators identified on the assessment roll shall be notified. Each year thereafter, identify all known and potential businesses on July 1 and notify only newly identified businesses not previously notified. Annually, the Contractor shall verify the management practices of at least twenty (20) percent of its small quantity generators.**
3. The Contractor agrees to comply with the requirements of the Small Quantity Generator Assessment, Notification and Verification Program as specified in the document entitled "Guidelines to Conduct the County Small Quantity Generator Assessment, Notification and Verification Program, February, 1994."
4. The Contractor is responsible for submitting a new Scope of Services detailing proposed activities for the next contract period by May 7, 2001.
5. The Contractor is responsible for ensuring the completion of reimbursable activities performed under this Scope of Services no later than June 1, 2001. The Contractor shall submit a final request for reimbursement for authorized expenditures no later than June 15, 2001. Maximum compensation for performance of this Scope of Services shall not exceed \$6,000. This Contract shall be amended to provide for additional scopes of services for each additional period of service under the Contract, based upon the submission to, and approval by, the Department of the additional scope of services and corresponding budget. Funding for the fourth period of service is herein provided in an amount not to exceed \$6,000. The maximum compensation for the Contract is hereby increased from \$18,000 to \$24,000 (an increase of \$6,000). In accordance with Section 403.7328(3), Florida Statutes, the ceiling amount under this Contract shall not exceed \$30,000. The Contractor is not authorized to expend funds in excess of the authorized compensation amount of the Contract.
6. If the Contractor fails to operate the small quantity generator assessment, notification and verification program for the five year period covered by this Contract, the Contractor shall reimburse the Department, with interest, all funds received under this Contract.

REPORTS

1. In an effort to conserve and recycle natural resources, the Contractor shall submit all reports generated under this Contract on recycled paper.
2. The Contractor shall submit quarterly progress reports detailing the current status of the Contract including accomplishment of activities listed in the scope of work, plans for the next period, problems encountered and planned solutions, and deviations from the Contract schedule. **Additionally, the Contractor will provide the Department in its final report the following information: the total number of businesses on the assessment roll as of July 1, 2000; number of businesses verified and the number of on-site verifications; number of phone call verifications (if applicable) and the number of new potential Small Quantity Generators.**
3. Progress reports shall be submitted no later than the last day of the month following the end of the quarterly reporting period.
4. Copies of any educational and public awareness materials created or produced under this Contract shall be submitted to the Department and shall become public domain.
5. 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.

PROGRAM ELEMENTS

The following program elements are described to support the proposed expenditure of Contract funds for the contract period of Contract Execution through June 1, 2001:

SQG Assessment, Notification and Verification Program

- The primary purpose of the funds provided under this contract shall be to cover costs incurred to conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification program in accordance with Sections 403.7225, 403.7265(9), 403.7234 and 403.7236 Florida Statutes (F.S.); Sections 62-731.050 and 62-731.060, Florida Administrative Code (F.A.C.); for Nassau County. Updated SQG data will be submitted per guidelines no later than June 1, 2001.

Public Awareness and Education and Compliance Assistance

- Present three (3) SQG workshops in Nassau County for regulated businesses. These seminars will address generator responsibilities under the hazardous waste laws and explain how inspections will be conducted within the County. At least one of the seminars will be presented to City of Fernandina Beach Maintenance staff on the proper management of hazardous waste at local government operated facilities.

Staff Education and Training

- Staff Education and Training is needed to gain a thorough understanding of the hazardous waste rules and to attain the minimum safety training requirements as required by OSHA.

Office Equipment/Supplies

- Subscribe to Internet connection to more effectively communicate with the Department, by electronic mail and transferring files.

- Office equipment and supplies are necessary to carry out the daily responsibilities of the Assessment, Notification and Verification Program including organizing and maintaining records and communicating with the Florida Department of Environmental Protection and Nassau County business community. Digital camera will be used for documentation during field visits.
- Hazardous detection equipment and personnel protection equipment for 1st responder. This includes level B splash suite, full-face respirator, hazardous materials kit and organic vapor test kit.

Budget

Third Year Estimated Expenditures

DESCRIPTION	EXPLANATION	BUDGET
Travel & Per Diem	Mileage and Hotel to workshops, roundtable meetings	1500
Postage	Postage Meter	500
Office Equipment/Supplies	Internet	500
Office Supplies	SQG Materials	500
Training	SQG	1100
Equipment	Digital Camera, SQG detection & protection	1900
	TOTAL	\$6,000.00

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ATTACHMENT D-1

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this 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. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement 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. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$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 funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. EXHIBIT 1 to this agreement indicates State funds awarded through the Department of Environmental Protection by this agreement. In determining the State awards expended in its fiscal year, the recipient shall consider all sources of State awards, including State funds received from the Department of Environmental Protection, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).
4. 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/> for assistance. In addition to the above website, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Banking and Finance's Website <http://www.dbf.state.fl.us/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State awards that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State agency must arrange for funding the full cost of such additional audits. This part would be used to specify any additional audit requirements imposed 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 agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, 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:

Glen Perrigan, Contract Manager
Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste (MS#4555)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at each of the following addresses:

Glen Perrigan, Contract Manager
Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste (MS#4555)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

3. Copies of reporting packages required by PART II of this agreement 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:

Glen Perrigan, Contract Manager
Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste (MS#4555)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

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

State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

4. Copies of reports or management letters required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at each of the following addresses:

Glen Perrigan, Contract Manager
Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste (MS#4555)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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, or other information required to be submitted to the Department of Environmental Protection pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, as applicable.
6. Recipients, when submitting audit reports to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, should indicate the date that the audit report was delivered to the recipient in correspondence accompanying the audit report.

PART V: RECORD RETENTION

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

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EXHIBIT – 1

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

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Contract	Water Quality Assurance Trust Fund - Line Item 1281	1997/1998	37013	Small Quantity Hazardous Waste Generator Grant Program	\$6,000.00	050840
Amend. #1	Water Quality Assurance Trust Fund - Line Item 1281	1998/1999	37013	Small Quantity Hazardous Waste Generator Grant Program	\$6,000.00	050840
Amend. #2	Water Quality Assurance Trust Fund - Line Item 1246	1999/2000	37013	Small Quantity Hazardous Waste Generator Grant Program	\$6,000.00	050840
Amend. #3	Water Quality Assurance Trust Fund - Line Item 1615	2000/2001	37013	Small Quantity Hazardous Waste Generator Grant Program	\$6,000.00	050840

Total Award					\$24,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CFSA) [<http://www.eog.state.fl.us/>]. 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.

ATTACHMENT E-1

**PROPERTY REPORTING FORM FOR DEP CONTRACT NO. HW381
(For Property With Contractor Assigned Property Control Numbers)**

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

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

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

CONTRACTOR: Nassau County Board of County Commissioners	Contractor's Project Manager:	Date:
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BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: Maintain this document with a copy of the invoices supporting the cost of each item identified above in your Contract file. If the Contract is a cost reimbursement Contract, make sure to send invoices supporting the cost of the items to Finance and Accounting for the processing of the Contractor's invoice for payment.

DEP Contract Manager Signature:	Date:
---------------------------------	-------

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

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

DEP CONTRACT NO. HW381
AMENDMENT NO. 4

THIS CONTRACT as entered into on the 12th day of January, 1998, and amended on the 23rd day of November, 1998, the 9th day of August, 1999, and on the 14th day of August, 2000, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, the Scope of Services as set forth in Attachment A-3 for the fourth period of service (i.e. August 9, 2000 through June 1, 2001), was satisfactorily completed by the Contractor; and,

WHEREAS, the Scope of Services and funding for the fifth period of service needs to be added to this Contract; and,

WHEREAS, other changes are necessary to the Contract.

NOW, THEREFORE, the Contract is hereby amended as follows:

-- Paragraph 5, second sentence is hereby deleted in its entirety and replaced with the following:

The Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract.

-- Paragraphs 7 and 8 are hereby deleted in their entirety.

-- Paragraph 12, second sentence, is hereby deleted in its entirety and replaced with the following:

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 made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

-- Paragraph 22 is hereby deleted in its entirety and replaced with the following:

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 Contract.

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.

-- The compensation amount of the Contract is hereby increased from \$24,000 to \$30,000 (an increase of \$6,000.00)

-- It is hereby understood and agreed that all references in the body of the Contract to Attachments A, A-1, A-2 and A-3 shall also include Attachment A-4.

-- Attachment A-4, Scope of Services - Fifth Period of Service, attached hereto, is hereby added to the Contract.

-- To address the increase in funding provided under this Amendment, Attachment D-1, Page 5 of 5 is hereby replaced with Attachment D-1, Page 5 (Revised) of 5.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Marianne Marshall
*Chairman

Date: 8-13-01

ATTEST:

J. M. "Chip" Oxley, Jr.
J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney

Michael S. Malin
Michael S. Malin

* If someone other than the Chairman signs this Amendment, a copy of the resolution, statement, or other document authorizing that person to sign the Amendment on behalf of the County must accompany the Amendment.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: William K. Haskins
Chief, Bureau of Solid and Hazardous Waste

Date: 7/26/01

James D. Grayson
DEP Contracts Administrator

Approved as to form and legality:

Mark G. [Signature]
DEP Attorney

Lists of Attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-4	Scope of Services - Fifth Period of Service (2 Pages)
Attachment	D-1	Page 5 (Revised) of 5 (1 Page)

ATTACHMENT A-4

Scope of Services – Fifth Period of Service

This Scope of Service shall cover the fifth funding period beginning with the execution of Amendment No. 4 and ending June 3, 2002.

The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, 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 designs, drawings, specifications, reports and other services.

The Contractor agrees to conduct the Small Quantity Generator Assessment, Notification and Verification Program to identify hazardous waste related problems within its jurisdictional boundaries. Local hazardous waste management assessments shall be renewed every five (5) years. The assessment rolls shall be brought up to date annually during the five year interval by including the applicable names from Department sources, occupational licenses, building permits, and from not less than one complete survey of the business pages of the Contractor's local county telephone systems. At the beginning of the five-year period, all potential small quantity generators identified on the assessment roll shall be notified. Each year thereafter, identify all known and potential businesses on July 1 and notify only newly identified businesses not previously notified. Annually, the Contractor shall verify the management practices of at least twenty (20) percent of its small quantity generators.

The Contractor agrees to comply with the requirements of the Small Quantity Generator Assessment, Notification and Verification Program as specified in the document entitled "Guidelines to Conduct the County Small Quantity Generator Assessment, Notification and Verification Program, February, 1994."

The Contractor is responsible for ensuring the completion of reimbursable activities performed under this Scope of Services no later than June 3, 2002. The Contractor shall submit a final request for reimbursement for authorized expenditures no later than June 17, 2002. Maximum compensation for performance of this Scope of Services shall not exceed \$6,000. Funding for the fifth period of service is herein provided in an amount not to exceed \$6,000. The maximum compensation for the Contract is hereby increased from \$24,000 to \$30,000 (an increase of \$6,000). In accordance with Section 403.7328(3), Florida Statutes, the ceiling amount under this Contract shall not exceed \$30,000. The Contractor is not authorized to expend funds in excess of the authorized compensation amount of the Contract.

If the Contractor fails to operate the Small Quantity Generator Assessment, Notification and Verification Program for the five year period covered by this Contract, the Contractor shall reimburse the Department, with interest, all funds received under this Contract.

REPORTS

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

The Contractor shall submit quarterly progress reports detailing the current status of the Contract including accomplishment of activities listed in the scope of work, plans for the next period, problems encountered and planned solutions, and deviations from the Contract schedule. Additionally, the Contractor will provide the Department in its final report the following information: the total number of businesses on the assessment roll as of July 1, 2001; number of businesses verified and the number of on-site verifications; number of phone call verifications (if applicable) and the number of new potential Small Quantity Generators.

Progress reports shall be submitted no later than the last day of the month following the end of the quarterly reporting period.

Copies of any educational and public awareness materials created or produced under this Contract shall be submitted to the Department and shall become public domain.

Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit 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.

PROGRAM ELEMENTS

The following program elements are described to support the proposed expenditure of Contract funds for the contract period of Contract Execution through June 3, 2002:

SQG Assessment, Notification and Verification Program

The primary purpose of the funds provided under this contract shall be to cover costs incurred to conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification program in accordance with Sections 403.7225, 403.7265(9), 403.7234 and 403.7236 Florida Statutes (F.S.); Sections 62-731.050 and 62-731.060, Florida Administrative Code (F.A.C.); for Nassau County. Updated SQG data will be submitted per guidelines as required in 62.731 F.A.C.

Public Awareness and Education and Compliance Assistance

Present three (3) SQG workshops in Nassau County for regulated businesses. These seminars will address generator responsibilities under the hazardous waste laws and explain how inspections will be conducted within the County. At least one of the seminars will be presented to City of Fernandina Beach Maintenance staff on the proper management of hazardous waste at local government operated facilities.

Staff Education and Training

Staff Education and Training is needed to gain a thorough understanding of the hazardous waste rules and to attain the minimum safety training requirements as required by OSHA.

Office Equipment/Supplies

Subscribe to Internet connection to more effectively communicate with the Department, by electronic mail and transferring files.

Office equipment and supplies are necessary to carry out the daily responsibilities of the Assessment, Notification and Verification Program including organizing and maintaining records and communicating with the Florida Department of Environmental Protection and Nassau County business community. Digital camera will be used for documentation during field visits.

Hazardous detection equipment and personnel protection equipment for 1st responder. This includes Level B splash suit, full-face respirator, hazardous materials kit and organic vapor test kit.

Estimated Budget -Fifth Period of Service

Travel and Per Diem	\$500.00
Office Supplies	\$500.00
Lab Supplies	\$732.00
Hazmat Response-Air Detection Equipment	\$803.00
Hazmat Response- Scott Air Pack-Self Contained Breathing Apparatus	\$3,465.00
Total:	\$6,000.00

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EXHIBIT - 1

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

Federal funds awarded to the Recipient pursuant to this Agreement consist of the following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State funds awarded to the Recipient pursuant to this Agreement consist of the following matching funds for Federal programs:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State funds awarded to the Recipient pursuant to this Agreement consist of the following funds subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Contract	Water Quality Assurance Trust Fund - Line Item 1281	1997/1998	37013	Small Quantity Hazardous Waste Generator Grant Program	\$6,000.00	050840
Amendment #1	Water Quality Assurance Trust Fund - Line Item 1364	1998/1999	37013	Small Quantity Hazardous Waste Generator Grant Program	\$6,000.00	050840
Amendment #2	Water Quality Assurance Trust Fund - Line Item 1246	1999/2000	37013	Small Quantity Hazardous Waste Generator Grant Program	\$6,000.00	050840
Amendment #3	Water Quality Assurance Trust Fund - Line Item 1615	2000/2001	37013	Small Quantity Hazardous Waste Generator Grant Program	\$6,000.00	050840
Amendment #4	Water Quality Assurance Trust Fund - Line Item 1778	2001/2002	37013	Small Quantity Hazardous Waste Generator Program	\$6,000.00	050840

Total Award					\$30,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CFSA) [<http://www.eog.state.fl.us/>]. 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.



Department of Environmental Protection

Jeb Bush
Governor

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
July 27, 2001

David B. Struhs
Secretary

Mr. Robert McIntyre, Director
Nassau Solid Waste Department
Route 1, Box 178
Callahan, Florida 32011

Subject: Contract No. HW381, Amendment No. 4

Dear Mr. McIntyre:

Enclosed are two copies of the Florida Department of Environmental Protection Amendment No. 4 for funding the SQG Program Grant, DEP Contract No. HW381.

Please have both copies of the amendment executed and return one original to my attention at Mail Station 4555, at the letterhead address. Direct any proposed contractual changes to my attention.

Please contact me at (850) 488-0300 if you have any questions or comments.

Sincerely,

Glen Perrigan
DEP Contract Manager

Enclosures (2)

01 AUG -1 11:05

Agenda Request For: 13 August 2001

Department: Solid Waste Management Department

Fund: SQG Program, Hazardous Waste Grant

Action requested and recommendation: Consideration of approval and authorization of Chairman to sign Amendment No. 4 of Contract No. HW381 with Florida Department of Environmental Protection. This grant is for \$6000.00 .

Funding Source: 70355590

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: No impact to future years budgeting process. Will provide for the health and safety of the citizens of Nassau County through the responsible management of hazardous waste.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
No

Reviewed by:

Legal

Finance

Coordinator

A handwritten signature in black ink, appearing to be a stylized name, is written over the 'Finance' and 'Coordinator' labels.

DEP CONTRACT NO. HW381
AMENDMENT NO. 5

THIS CONTRACT as entered into on the 12th day of January, 1998, and amended on the 23rd day of November, 1998, the 9th day of August, 1999, the 14th day of August, 2000, and on the 13th day of August, 2001, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, the Scope of Services as set forth in Attachment A-4 for the fifth period of services provided a budget in the amount of \$6,000.00; and,

WHEREAS, the Contractor has requested to revise the budget to allow for the purchase of a laptop computer to assist with the work associated with the Small Quantity Generator (SQG) Notification, Verification and Assessment Program; and,

WHEREAS, the total amount of funding for the fifth period of service will not be increased due to this modification; and,

WHEREAS, the Department has approved the request of the Contractor to revise the budget; and,

WHEREAS, additional changes need to be made to the Contract.

NOW, THEREFORE, the Contract is hereby amended as follows:

-- Paragraph 13, the second sentence is hereby modified to read as follows:

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 five years following Contract completion.

-- Paragraph 24 is hereby deleted in its entirety and replaced with the following:

24. A. The Contractor shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the Department's Contract 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.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract 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.

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-- Attachment A-4, Scope of Services – Fifth Period of Service, PROGRAM ELEMENTS section is hereby deleted in its entirety and replaced with the following:

Revised Fifth Funding Period Estimated Expenditures

Travel & Per Diem	\$ 500.00
Office Supplies	\$ 500.00
Postage-Operation Cleansweep	\$ 500.00
Communications-Internet	\$ 230.00
Computer Software	\$ 500.00
Laptop Computer	\$ 3,770.00
Total:	\$ 6,000.00

-- Attachment D-1, Part V: RECORD RETENTION, the first sentence is hereby modified to change the retention period for records from three years to five years.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
Chairman

Date: 6-10-02

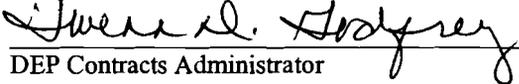
FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Chief, Bureau of Solid and Hazardous Waste

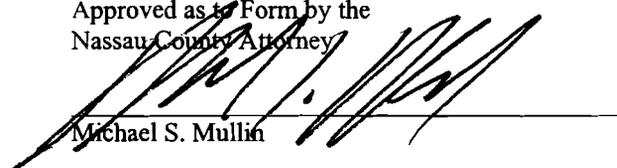
Date: 5/23/02

ATTEST:

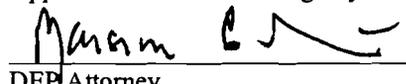

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk


DEP Contracts Administrator

Approved as to Form by the
Nassau County Attorney


Michael S. Mullin

Approved as to form and legality:


DEP Attorney

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



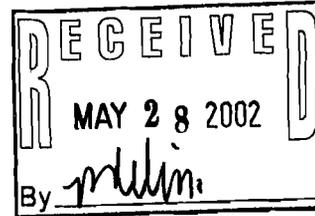
Department of Environmental Protection

Jeb Bush
Governor

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
May 23, 2002

David B. Struhs
Secretary

Mr. Robert McIntyre, Director
Nassau Solid Waste Department
Route 1, Box 178
Callahan, Florida 32011



Subject: Contract No. HW381, Amendment No. 5

Dear Mr. ^{Bob} McIntyre:

Enclosed are two copies of the Florida Department of Environmental Protection Amendment No. 5 for funding the SQG Program Grant, DEP Contract No. HW381.

Please have both copies of the amendment executed and return one original to my attention at Mail Station 4555, at the letterhead address. Direct any proposed contractual changes to my attention.

Please contact me at (850) 488-0300 if you have any questions or comments.

Sincerely,

Glen Perrigan
DEP Contract Manager

Enclosures (2)

APPROVED

DATE 6-10-02 *JMB*

"More Protection, Less Process"

Printed on recycled paper.

Agenda Request For: June 10, 2002

Department: Solid Waste Management

Fund: Hazardous Waste Grant

Action requested and recommendation: Request board to authorize Chairman, County Attorney, and Ex Officio Clerk sign the attached Amendment #5 for the County to obtain funding through this Grant

Funding Source: 70355590

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: N/A

Is this action consistent with the Nassau County Comprehensive Land Use Plan.

Reviewed by:

Legal

Finance

Coordinator



RECEIVED
COUNTY COORDINATORS
OFFICE

02 MAY 28 PM 2:54

APPROVED

DATE 6-10-02

Agenda Request For: June 10, 2002

Department: Solid Waste Management

Fund: Hazardous Waste Grant

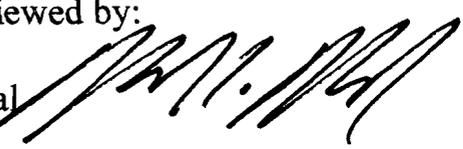
Action requested and recommendation: Request board to authorize Chairman, County Attorney, and Ex Officio Clerk sign the attached Amendment #5 for the County to obtain funding through this Grant

Funding Source: 70355590

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: N/A

Is this action consistent with the Nassau County Comprehensive Land Use Plan.

Reviewed by:

Legal 

Finance

Coordinator

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COUNTY COORDINATOR'S
OFFICE
02 MAY 28 PM 2:56
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OFFICE
02 MAY 31 PM 12:32



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

MEMORANDUM

TO: Mike Mullin, County Attorney
J.M. Oxley, Jr., Clerk of Courts

FROM: Walt Gossett, County Coordinator

SUBJECT: Hazardous Waste Grant

DATE: May 28, 2002

Dictated but not proof read by
Walt Gossett - Mailed in his
absence to avoid delay.

*Turn over back
to Walt*

I am in receipt of the above referenced item to be placed on the Board of County Commissioners' agenda June 10, 2002. Please review for legal or financial requirements, provide comments (if necessary), initial and return to my office.

Thank You.

lg/attachment

RECEIVED
COUNTY COORDINATOR'S
OFFICE
02 MAY 30 AM 11:06

(904) 225-2510 Board Room; 321-5782, (800) 789-6673

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NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P.O. Box 1010
 Fernandina Beach, Florida 32035-1010

Nick Deonas
 David C. Howard
 Vickie Samus
 Floyd L. Vanzant
 Marianne Marshall

Dist. No. 1 Fernandina Beach
 Dist. No. 2 Fernandina Beach
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 County Attorney

WALTER D. GOSSETT
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Thank You.

lg/attachment