



Kurvin Qualls, Chair
Kasey Cuchens, Vice-Chair
Austin L. Mount, Executive Director

October 10, 2016

Mr. Tony Gomillion
County Administrator
Santa Rosa County Board of County Commissioners
6495 Caroline St.
Milton FL 32570

Dear Mr. Gomillion,

Thank you for partnering with us on the County's Small Quantity Generator contract for the 2015-2016 fiscal year.

Please find enclosed the signed contract renewal for the 2016-2017 fiscal year. We look forward to working with you on this endeavor.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kate Daniel'.

Kate Daniel
Planning Manager, Community and Economic Development

Enclosure

**AGREEMENT
BETWEEN
SANTA ROSA COUNTY, FLORIDA
AND
THE WEST FLORIDA REGIONAL PLANNING COUNCIL**

This Agreement is entered into on October 1, 2016, by the **Santa Rosa County, Florida**, (hereinafter referred to as the "County"), a political subdivision of the State of Florida with the address of 6495 Caroline Street, Milton, Fl 32570, and the **West Florida Regional Planning Council** (hereinafter referred to as the "Council"), an agency of the State of Florida with the address of Post Office Box 11399, Pensacola, Florida 32524-1399. The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in preparing the Small Quantity Hazardous Waste Assessment, Notification and Verification program (hereinafter called the SQG Program) consistent with Florida Statutes Chapter 403.7226.

The parties to this Agreement believe it is in the public interest that the County and the Council cooperatively seek to undertake, perform and complete the inspections and reports on local businesses generating hazardous waste as required by state regulations. The County has determined that this Agreement is the most cost-effective method for the County to procure the services required to complete the inspections and reports in accordance with state regulations;

In consideration of the mutual covenants and promises contained herein, the County and Council agree as follows:

1.00 SCOPE OF SERVICES

- 1.01 The Council shall provide the Required Services identified in Attachment A.
- 1.02 Required Services shall be made pursuant to and as required by the Florida Department of Environmental Protection specified under Chapter 403.7226 F.S.

2.00 SCHEDULES AND TIME CONSTRAINTS

- 2.01 This Agreement shall be effective when signed by both County and Council and shall remain in effect from October 1, 2016 until September 30, 2017, unless (i) a party terminates this Agreement without cause prior to such end date pursuant to Section 8.01 or (ii) a party terminates this Agreement with cause prior to such end date pursuant to Section 8.02.
- 2.02 In regard to Required Services, the Council shall provide the County with project deliverables in a timely manner pursuant to their required due dates.
- 2.03 The County shall promptly respond to Council's reasonable requests for information in order to allow the Council to perform the agreed Scope of Services in a timely manner.

3.00 COMPENSATION

- 3.01 The Council will perform the Required Services described in Attachment A for the cost of \$12,300.00.
- 3.02 If either the Council or the County terminates this Agreement, the Council shall determine the unbilled amount of work performed up to and including the date of termination and will issue a final invoice for (i) such unbilled work, based on the amounts and rates provided in Attachment A, and (ii) all amounts previously billed and unpaid.

4.00 METHOD OF PAYMENT

The parties will adhere to the following procedures concerning payment for Council's services under this Agreement:

- 4.01 The Council shall submit an invoice to the County upon completion of all deliverables as described in Attachment A.
- 4.02 The invoice shall be signed by the Executive Director of the Council as to its correctness.
- 4.03 The invoice shall be submitted to the County with a final report and such other documentation as may reasonably be required by the County.
- 4.04 County's payment to the Council must be made within thirty (30) days after the County's receipt of a properly filed and correct invoice.
- 4.05 The County may withhold payment until questions of accuracy and correctness are answered to its reasonable satisfaction.

5.00 WORK PRODUCTS

- 5.01 The Council shall provide the materials required to perform the Required Services listed on Attachment A. Data and materials provided to the Council by the County remain the property of the County and shall be returned to the County upon termination of this Agreement or within thirty (30) days after County's written notice requesting the return of information. All other data and materials gathered, compiled or prepared by the Council are property of the Council and shall not be subject to disclosure to the County or other persons or entities, except to the extent required by law.
- 5.02 The parties acknowledge that this Agreement and related documents may be subject to disclosure pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to comply with Chapter 119, Florida Statutes, the other party may provide such documents as required by Chapter 119, Florida Statutes.

6.00 COOPERATION

6.01 The following individuals shall be the primary contact persons under this Agreement:

Santa Rosa County – Mr. Tony Gomillion, 6495 Caroline Street, Suite M, Milton, FL 32570, TonyG@santarosa.fl.gov, (850) 983-1877.

West Florida Regional Planning Council – Mr. Austin Mount, Director, Post Office Box 11399, Pensacola, Florida 32524-1399, (850) 332-7976, ext. 201, Austin.mount@wfrpc.org.

7.00 HOLD HARMLESS

7.01 County and Council and their respective elected officials, representatives, employees, agents and officers shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The Council and the County agree to be fully responsible for their own acts or omissions which result in claims or suits and agree to indemnify and hold the other party harmless for such acts or omissions. However, Council shall not be obligated to indemnify or hold County (or its elected officials, representatives, employees, agents and officers) harmless from and against any claim, demand, cost and damages relating in any manner to erroneous information, which the Council neither knew, nor should have known, was erroneous, provided by the County, its elected officials, representatives, employees, agents and officers.

7.02 The County shall indemnify and hold the Council (and its elected officials, representatives, employees, agents and officers) harmless for all claims, demands, costs and damages, including attorneys' fees, in connection with the County's methods and manner of implementation of Council's recommendations, designs or interpretations. However, said indemnification and hold harmless shall only apply to the County's manner of implementation but shall not relieve Council of negligent, erroneous or wrongful recommendations, designs or interpretations. In addition, County shall indemnify and hold Council (and its elected officials, representatives, employees, agents and officers) harmless from and against all claims, demands, costs and damages, including attorneys' fees, relating in any manner to erroneous information which the Council neither knew, nor should have known, was erroneous, provided by the County, its elected officials, representatives, employees, agents and officers.

8.00 TERMINATION

8.01 Termination Without Cause. This Agreement may be terminated without cause by either the County or the Council, by giving written notice to the other party sixty (60) calendar days before such termination. Unless otherwise mutually agreed to in writing, the Council shall continue to perform its services during the sixty-day period preceding termination. Council

shall be entitled to payment for services performed and expenses incurred through the date of termination, as well as a fee of \$___0.00___ (the "Termination Fee").

8.02 Termination for Cause. If either County or Council believes that an event has occurred that is described in Section 8.03 as "Cause," it shall provide the other party with written notice thereof (the "Cause Notice"). Upon receipt of a written assertion of the Cause Notice, the party in receipt of such notice shall have 15 calendar days after the receipt of the Cause Notice (the "Cure Period") to cure the asserted Cause. If the Cure Period expires without the curing of the Cause asserted for termination, the party alleging the occurrence of Cause shall notify the other party in writing of the failure to cure the asserted Cause and the termination of this Agreement (the "Termination Notice"). This Agreement shall terminate immediately upon the receipt of a Termination Notice by either party, unless otherwise mutually agreed upon in writing. Upon receipt of a Termination Notice, the Council shall cease all performance under this Agreement. At that time, the Council shall be entitled to payment for services performed and expenses incurred as of the receipt of the Termination Notice, as well as a fee of \$___0.00___ (the "Termination Fee").

8.03 "Cause" shall be defined as follows:

- a) County's non-payment of a correct invoice after ninety (90) days;
- b) The Council's noncompliance with the nondiscrimination provisions of this Agreement;
- c) Either party fails to comply with the requirements of Chapter 119, Florida Statutes, regarding the provision of public records;
- d) The provision of the Scope of Services becomes illegal, impractical or impossible through no fault of the Council or the County; or
- e) A material breach of this Agreement by either party.

8.04 Upon receipt of any termination notice, with or without cause, under this Section 8, the Council shall have the right to send an invoice to the County with a non-binding estimate of fees and costs expected to be incurred by the Council through the date of termination, without prejudice to any invoice later submitted should actual charges differ from the estimated amounts. County must submit any objection to this non-binding estimate to the Council in writing within ten (10) days of the County's receipt of such estimate.

9.00 SUPPLEMENTAL AND PRIOR AGREEMENTS

9.01 It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the signed written agreement of the County and the Council, anything to the contrary in this Agreement notwithstanding.

9.02 This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to matters contained herein, and no deviations from this Agreement shall be predicated upon any prior representations of either party, whether oral or written.

10.00 MODIFICATION

10.01 This Agreement may only be modified, amended or altered by the mutual written consent of both parties in a document executed with the same formality as this Agreement.

11.00 AUDIT AND INSPECTION

11.01 To the extent relevant to the development of the SQG data and reports, the Council shall permit the County to inspect Council's payroll records, invoices, expense reports and other relevant financial data, and to audit the relevant books, records and accounts of the Council. The Council is audited on an annual basis by an independent accounting firm and by the State of Florida and federal agencies. Such reports shall be made available to the County upon written request.

11.02 Council shall maintain records of costs incurred under this Agreement for three (3) years and shall make the same available to the County upon written request.

12.00 NONDISCRIMINATION

12.01 The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.

12.02 The Council will not discriminate on the grounds of race, color, religion, sex, age, handicap, marital status or national origin. The filing of a complaint of discrimination against the Council shall not be considered an act of discrimination until a final adjudication of discrimination has been made by a court of law.

12.03 The Council will provide all information and reports required by federal nondiscrimination regulations, or orders and instructions issued pursuant thereto, and will permit access to its records, accounts, other sources of information, and its facilities as may be relevant to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts Council has made to obtain this information.

13.00 GOVERNING LAW

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue of all disputes (if any) shall be in the Santa Rosa County, State of Florida.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council, do hereby enter into this Agreement.

SANTA ROSA COUNTY

WEST FLORIDA

REGIONAL PLANNING COUNCIL

By: _____
Chair, Board of County Commissioners

By: Tom Quall
Chair, West Fl Regional Planning Council

Date: _____

Date: 9/29/2016

APPROVED:

ATTACHMENT A

Scope of Services

to Conduct the

Santa Rosa County Small Quantity Generator

Assessment, Notification and Verification Program for 2016-17

West Florida Regional Planning Council will provide the following services for Santa Rosa County to meet the requirements of Florida Statutes Chapter 403.7226.

1. Update and maintain the SQG Data Management System software with updated and accurate information on potential and active hazardous waste generators in Santa Rosa County. Utilize resources such as occupational license records, telephone directories, and tangible personal property records to identify the businesses, non-profits, and governmental entities that may produce, use, store, or otherwise have in their possession hazardous wastes and used oil products as defined by the Resource Conservation and Recovery Act (RCRA).
2. Survey a minimum of 20% of the total number of known hazardous waste generators (active and potential).
3. Provide information to business owners, non-profit organizations, and governmental facilities to help them to comply with hazardous waste regulations in a non-enforcement and advisory atmosphere. Information provided shall be from known, reliable and accurate sources. NOTE: The SQG Program is a non-enforcement program.
4. Notify the County Contact of any major hazardous waste violations that may be an imminent threat to public health, ground or surface waters, or fire/life safety and provide recommendations to the County as to courses of action that may be pursued.
5. Transmit all completed data to the Florida Department of Environmental Protection, Bureau of Solid and Hazardous Waste, per statutory requirements, by June 30, 2017.
6. Provide a written report on the progress of the SQG program in the county, or per request any other common software format, upon completion of the verification process.