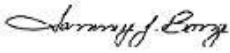




May 5, 2011		AGENDA ITEM		Item 14
<input type="checkbox"/> Ordinance		<input type="checkbox"/> Resolution		<input checked="" type="checkbox"/> Budget Resolution
<input type="checkbox"/> Other				
Department: Growth and Resource Management File Number: VC-1302273847300-A Division: Environmental Services				
Subject: Contract for Veterinary Services with University of Florida for the Marine Science Center.				
Account Number(s): Marine Science Center - Contract Service 001-210-2730 for \$60,000.00 Total Item Budget: \$60,000.00				
Staff Contact(s): Kelli McGee Phone: 386 736-5959 ext. 2000 Ginger Adair Phone: 736-5927 ext. 2059 Michael Dyer, Asst. County Attorney Phone: 736-5950 ext. 2946				
Summary/Highlights: The Volusia County Marine Science Center (MSC) provides rehabilitation of sick and injured sea turtles and sea and shore birds. In addition, the MSC houses an extensive collection of fish and invertebrates. All of the animals at the MSC require the oversight of a licensed veterinarian specializing in the rehabilitation of these protected species. The University of Florida's College of Veterinary Medicine, Aquatic Animal Health Program, is the recognized leader in sea turtle, fish, and avian rehabilitation medicine. The MSC has developed a partnership with the University to provide veterinary services to the MSC at the cost of \$5,000.00 per month. The contract will be funded by an internal transfer from administrative functions that have been absorbed by existing staff.				
Recommended Motion: Approval.				
Kelli McGee1, Interim Director Growth and Resource Management <i>No Signature Present</i> Jeaniene Jennings Director Purchasing <i>No Signature Present</i>	OMB  Approved as to Budget Requirements	Legal  Approved as to Form and Legality	Betty Holness County Manager's Office  Approved Agenda Item For: May 5, 2011	
Council Action: <input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved With Modifications <input type="checkbox"/> Disapproved <input type="checkbox"/> Continued Date:		Modification:		

Summary/Highlights Continued:

This veterinary oversight, coupled with the experience of the MSC rehabilitation specialists, will ensure that rescued animals are treated as required by federal and state regulations.

The agreement is attached for review. The Director of Purchasing and Contracts has certified the service as single source.

Staff requests approval of the Agreement for an initial three year term with the option to renew for an additional four (4) one-year terms with Council approval.



AGREEMENT FOR VETERINARY SERVICES

Between

THE COUNTY OF VOLUSIA

AND

THE UNIVERSITY OF FLORIDA

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Suite 304
DeLand, Florida 32720-4608
(386) 736-5966

AGREEMENT FOR VETERINARY SERVICES

This Agreement made and entered by and between the University of Florida, a Florida state university, whose principal place of business is located at 219 Grinter Hall, PO Box 115500, Gainesville, FL 32611-5500 (hereinafter the "Contractor") and County of Volusia, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter "County").

WITNESSETH:

Whereas, the County requires competent and qualified veterinary services at the Volusia County Marine Science Center; and

Whereas, the County purchasing director has certified in accordance with section 2-276, Code of Ordinances, County of Volusia, that the conditions and circumstances of these specialized services justify retention of the Contractor as a single-source provider without utilization of the formal bidding process; and

Whereas, the County has determined that the Contractor is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual; and,

Whereas, the County deems it to be in the best interests of the citizens of Volusia County to authorize the non-exclusive and occasional utilization of the Volusia County Marine Science Center by the Contractor as part of its academic programs; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the citizens of Volusia County, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

ARTICLE I DEFINITIONS

The following items shall have those meanings prescribed below:

Calendar day: Any day, including Saturdays, Sundays, and holidays, regardless of weather conditions.

Compensation: The amount paid by the County to Contractor for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the Contractor under this Agreement which includes all services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete this Agreement.

Contractor: The person or entity qualified to perform work under this Agreement.

Contractor's services: Those services within the scope of services of this Agreement specified in Article II.

Veterinary Services Agreement

Contract Administrator: The director of purchasing and contracts or designee responsible for addressing any concerns within the contract.

Contractor: The University of Florida.

County Representative: The environmental management director of the County or designee.

County: The County of Volusia, Florida.

Effective Date: The date specified in Article XVI of this Agreement.

MSC: The Volusia County Marine Science Center located in Ponce Inlet, Florida.

Resident and rescue species: Species of animal treated by the MSC, including, but not limited to, avian, reptile, fish and invertebrate taxa.

Services: Those services that are to be performed by the Contractor pursuant to this Agreement.

State: State of Florida.

Subcontractor: A person, other than Contractor, who enter into a contract with a Contractor for the performance of any part of this Agreement.

ARTICLE II SCOPE OF SERVICES

2.1. The Contractor shall provide veterinary services to resident and rescue species in the care of the MSC in the form of preventive care, clinical and diagnostic care and treatment protocols and procedures. Specifically, the Contractor shall:

2.1.1. provide on-site veterinary services by one (1) veterinarian at the MSC during two (2) full business days of the MSC per week, as approved by the County Representative; and

2.1.2. provide emergency veterinary services at the request of the County Representative. Said emergency services may be provided by the Contractor in person, by telephone or other remote means of contact mutually agreed to by the Contractor and County Representative on a case-by-case basis.

2.1.3. The Contractor and County Representative shall cooperate and coordinate in designating said remote means of contact upon the approval of the County information technology director and obtaining any necessary licensure. Nothing in this Agreement shall obligate the County or Contractor to expend monies to acquire any software or hardware to establish any direct or indirect means of remote contact.

2.2. The Contractor shall provide oversight of husbandry standards for exhibits, housing and life support systems for resident and rescue species by a veterinarian.

2.3. The County Representative shall take all reasonable steps to facilitate the provision of information in possession of the MSC to the Contractor regarding the veterinary services provided for in this Agreement.

2.4. All County employees, including other contractors, consultants, agents, shall remain subject to the management and oversight of the County and shall not be directed by the Contractor. The County Representative shall direct any and all services provided by the Contractor under this Agreement.

2.5. The County shall provide access to medical equipment located at the MSC and, at its sole expense, medication required by the Contractor for on-site veterinary care at the MSC. The use and cost of medication, diagnostic and all other veterinary medical care provided off-site by the Contractor shall be subject to separate agreement of the parties in accordance with the applicable purchasing procedures of the County. Unless otherwise specified herein, Contractor bears sole responsibility for any and all expenses relating to services rendered in this Agreement.

2.6. The Contractor shall make the veterinarian providing services under this Agreement available to the County Representative for consultations and discussions deemed necessary by the County Representative

2.7. Time is of the essence for all work performed under this Agreement.

2.8. For purposes of this Agreement, Contractor and its contractors, employees, and agents shall be independent contractors with respect to the County and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

ARTICLE III TERMS

3.1. The term of this Agreement shall commence on the Effective Date of this Agreement and terminate three (3) years from the Effective Date. The parties may extend the term of this Agreement by written amendment for four (4) additional one (1) year terms.

ARTICLE IV COMPENSATION

4.1 The County shall pay the Contractor FIVE THOUSAND DOLLARS (\$5,000.00) per month for each and every full month of veterinary services rendered by the Contractor in accordance with Article II of this Agreement. In the event the term of this Agreement commences prior to or after the first day of a month, then said monthly rate shall be pro rated for a daily rate based on a thirty day (30) month. Payment shall be made by the County to the Contractor within forty-five (45) days of receipt of a written invoice reflecting the compensation due pursuant to this paragraph. In the event this Agreement is terminated in accordance with Article V of this Agreement, final payment by the County shall be pro rated through the termination date of the Agreement for a particular month and the county shall be relieved of any future payment to Contractor under this Agreement.

4.2. The County is tax exempt and shall not be charged or invoiced for the payment of taxes for work performed by the Contractor under this Agreement.

4.3. The County may withhold monthly payment for failure of the Contractor to comply with the terms and conditions of this Agreement.

4.4. The Contractor shall not charge, or incur on behalf of the County any expense or cost associated with services rendered in accordance with this Agreement without the express written approval of the County Representative.

ARTICLE V TERMINATION BY COUNTY

5.1. This Agreement may be terminated for convenience by the County upon ninety (90) days written notice to the Contractor.

5.2. Upon termination of this Agreement, the Contractor shall immediately return all resident and rescue species and any and all medical records associated with its services under this Agreement.

ARTICLE VI RESPONSIBILITY OF CONTRACTOR

6.1. Consistent with Article II, Contractor's services shall be in accordance with the terms and conditions of this Agreement.

6.2. The veterinarian and support personnel of the Contractor providing services under this Agreement shall possess all required licensure and certification.

ARTICLE VII USE OF MSC

7.1. The Contractor may utilize areas within the MSC for educational externship and research programs for veterinary and graduate students of the Contractor at dates and times approved, in his or her sole discretion, by the County Representative. Said use shall not interfere with the operations of the MSC and shall be non-exclusive. The Contractor shall provide a written request to the County Representative that describes the proposed externship and research program, extent of proposed utilization, and provide any additional information requested by the County Representative. Approval by the County Representative may be conditioned on the satisfaction conditions necessary to ensure safety and security and a professional environment, including, but not limited to, this Agreement, operational protocols, standard operating procedures, safety requirements, background checks, dress code and drug-free workplace requirements or additional insurance coverage. Approval by the County Representative under this Article may be modified or cancelled at any time at his or her complete discretion.

ARTICLE VIII COOPERATIVE MARKETING AND SPONSORSHIP

8.1. The parties anticipate future non-exclusive joint marketing, fundraising and sponsorship efforts relating to activities, exhibits and programs at the MSC between the parties. Said efforts shall be agreed to in writing and subject to any and all County approvals designated by the County Manager or County Council and review by the County Attorney.

ARTICLE IX COMPLIANCE

9.1. Contractor shall take no action under this Agreement which, in the sole opinion and discretion of the County Representative, actually or potentially violates the terms and conditions of any all permits and licenses issued to the County or its employees, including federal and state wildlife rehabilitation permits.

ARTICLE X LIMITATION OF LIABILITY AND REMEDIES

10.1. Contractor and County each expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of Contractor and County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against Contractor or County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE XI COUNTY REPRESENTATIVE

11.1. The Contractor's Services shall be under the direction of the County Representative.

11.2. Neither the County Representative's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the County for all costs of any kind which were incurred by the County as a result of the Contractor's negligent performance of the services furnished under this Agreement.

ARTICLE XII PRIOR AGREEMENTS

12.1. This Agreement, together with any exhibits and amendments thereto, and schedules constitute the entire Agreement between County and Contractor and supersede all prior written or oral understanding.

ARTICLE XIII INSURANCE

13.1. The Contractor shall not commence Contractor's services in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the County. Approval by the County of any policy of insurance shall not, however, relieve the Contractor from its responsibilities to maintain the insurance coverage required herein for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement. During the term of the Agreement, the Contractor shall also be responsible for

providing the County with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County.

13.2. At the County's request, the Contractor shall furnish to the County certificates of insurance evidencing the coverages required hereunder. Should the County find it necessary to require copies of the underlying policies, the Contractor shall provide them promptly for County's review and approval. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions. This Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County for review within thirty (30) days of the date of execution of this Agreement.

13.3. All certificates required hereunder must contain language requiring thirty (30) days notification to the insured unless otherwise agreed to in writing by the parties but under no circumstance upon less than ten (10) days notice or as permitted under Florida law, prior to any cancellations or reduction of limits taking effect. Upon receipt of any such notification, the Contractor shall promptly advise the County Risk Management Department and provide the County with a copy of such notification.

13.4. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and any insuring company is required to have a minimum rating of A-, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

13.5. The Contractor warrants and represents that it is self-funding for purposes of its insurance coverage. The Contractor and County further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) the consent of the County, Contractor, the State of Florida, or their agents and agencies to be sued. The Contractor warrants that it participates in the State Risk Management Trust Fund administered by the Department of Financial Services, Division of Risk Management of the State of Florida, for workers' compensation and automobile liability insurance. The program provides financial protection for bodily and injury and property damage arising from the operations of the Contractor. The Contractor warrants that it has self-insurance for general liability and professional liability. This program provides financial protection for claims arising from foregoing exposure.

13.6. The Contractor participates in the State Risk Management Trust Fund administered by the Department of Financial Services, Division of Risk Management of the State of Florida, for worker's compensation, general liability and fleet automobile liability insurance. The program provides financial protection for bodily and personal injury and property damage arising from the operations of the University. The combined limits for general liability and fleet automobile liability coverage amount to \$100,000 per person per claim and \$200,000 per occurrence. Nothing herein shall be construed as a waiver of the sovereign immunity of the University of Florida, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

13.7. Foregoing notwithstanding, if the County determines that the deductible for any of the foregoing classes or types of insurance may be increased and the increase is approved by the County, the County shall not be responsible or liable for paying such deductions or increase for any claim arising out of any of Contractor's services performed, or activities authorized under this Agreement.

13.8. Upon request from the County, the Contractor will furnish copies of the forgoing
Veterinary Services Agreement

policies and any changes or amendments thereto, immediately, to the County and County's Risk Management Department, prior to the commencement of any such contractual obligations. The proposed policy shall be subject to the County's approval and such approval shall not be unreasonably withheld.

ARTICLE XIV LOCAL GOVERNMENT POLICIES

14.1. **Public Records Law.** Contractor acknowledges that the County and Contractor are required to comply with the Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. To the extent practicable, the County agrees to notify Contractor of any public records request concerning the Contractor or matters relating to the services provided under this Agreement.

14.2. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the services provided or to be provided under this Agreement, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the County due to nonappropriation shall be without a termination charge by Contractor. County shall not be obligated to pay Contractor under this Agreement beyond the date of termination, except for non-cancelable obligations. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation provided in Article IV.

14.3. **No Contingent Fees.**

14.3.1. Neither Contractor nor any parent or subsidiary corporation has employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.3.2. For breach of this section 15.4, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.4. **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law, or ordinance or any federal, state or local licensure or certification.

14.5. **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in Veterinary Services Agreement

accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement.

- 14.6. **Drug Free Workplace.** The County is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the terms of the Agreement and will comply, subject to the prior receipt, with the County's policies on drug-free and smoke-free work place during the term of this Agreement.
- 14.7. **Background Checks.** Contractor and County understand that certain areas of the County's premises may not be available to Contractor personnel without background checks and that such access is not required to perform the services contemplated by this Agreement.
- 14.8. **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willing and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 14.9. **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by County , including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

ARTICLE XV

FORCE MAJEURE

15.1. Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement (and the failure or delay will not be deemed a default of this Agreement or grounds for termination) if both of the following conditions are satisfied: (i) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty, natural disaster, epidemic or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Accordingly, the parties further agree that:

15.1.1. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further

Veterinary Services Agreement

performance of those obligations under this Agreement affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

15.1.2. Upon the occurrence of a Force Majeure Event, the non-performing party will notify the other party within two (2) business days of the failure, or as soon as possible after such failure or delay if the Force Majeure Event prevents compliance within two (2) business days, of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

ARTICLE XVI EFFECTIVE DATE

16.1. The Effective Date of this Agreement shall be that day this Agreement is fully executed by both parties.

ARTICLE XVII ENTIRE AGREEMENT

17.1. This Agreement represents the entire understanding and agreement of the parties with respect to the matters contained herein. No representation, promise or warranty will be binding upon the parties unless specifically stated herein.

ARTICLE XVIII CLAIMS NOTICE

18.1. The Contractor shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in claims against the County under any of the coverages mentioned herein.

Name: Risk Management Department
Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: (386) 736-5963
Fax: (386) 822-5006

ARTICLE XIX SUCCESSORS AND ASSIGNS

19.1. County and Contractor each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Neither County nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**ARTICLE XX
CONTROLLING LAW**

20.1. This Agreement is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys fees relating to any dispute arising under this Agreement.

**ARTICLE XXI
MODIFICATIONS TO CONTRACT**

21.1. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto.

**ARTICLE XXII
NOTICE**

22.1. All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of Contractor:	with a copy of legal notices to:
University of Florida Attn: Brian Prindle Address: 219 Grinter Hall PO Box 115500 Gainesville FL 32611-5500 Phone: (352) 392-1582 Fax: (352) 392-4400 ufproposals@ufl.edu	University of Florida Attn: Brian Prindle Address: 219 Grinter Hall PO Box 115500 Gainesville FL 32611-5500 Phone: (352) 392-1582 Fax: (352) 392-4400 ufproposals@ufl.edu

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

ATTEST:

By: Sheree Stephens
Date: 4-07-11

CONTRACTOR, University
of Florida

By: [Signature]
Date: 4.7.11

Brian C. Miller
Assistant Director of Research

ATTEST:

By: _____
James T. Dinneen
County Manager
Date: _____

COUNTY OF VOLUSIA

By: _____
Frank T. Bruno, Jr.
County Chair
Date: _____