

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

WILLIAM BETZ AND DOTTI HYDUE

486-8462

2. MEETING DATE:

February 2, 2016

3. REQUESTED MOTION/ACTION:

We ask that the crews that mow the County easements do so ONLY after litter is removed.

We ask for some modifications to the Adopt-A-Road program be made to accommodate low-income seniors who live a ways from Bronson and want to participate in this program.

4. Agenda Presentation

Time Requested: 15min

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

Not more than 15 min

5. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES_ NO_ IF NO, STATE ACTION REQUIRED *WE*

DON' T KNOW HOW ADOPT-A-ROAD PROGRAM IS FUNDED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES_ NO_ BUDGET OFFICER APPROVAL _____ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

The above requested actions are necessary to reduce the amount of litter and debris clogging the County's road easements.

Having the mowing crews work AFTER litter is removed results in less litter and cleaner, safer roadways.

Agreeing to some modifications to the Adopt-A-Road Agreement will allow us to participate in the program, resulting in a cleaner County. We can only work a short section of roads near our home, but maybe others will follow our example. A cleaner County is more appealing to prospective new businesses and new residents. Cleaner road easements are safer for equestrians, bicyclists, walkers, school children, wildlife, and others who traverse the roads.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES_ NO	YES_ NO	YES_ NO	YES_ NO	YES_ NO	YES_ NO

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

DEPARTMENT OF PUBLIC SAFETY

2. MEETING DATE:

February 2, 2016

3. REQUESTED MOTION/ACTION:

The Department of Public Safety is requesting the Board's approval for Director Knowles to sign and submit the application and any certifications required for the 2016 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ___ NO ___ IF NO, STATE ACTION REQUIRED

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL _____ DATE: _____

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

The Department of Public Safety is requesting the Board's approval for Director Knowles to sign and submit the application and any certifications required for the 2016 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

The application will request funding for a countywide recruitment and retention program; the County's proposed obligation will be \$0.

DEPARTMENT DIRECTOR	BOCC CHAIR	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES <input checked="" type="checkbox"/> NO	YES ___ NO	YES ___ NO	YES <input checked="" type="checkbox"/> NO	YES <input checked="" type="checkbox"/> NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION: ALICE LALONDE, OFFICE MANAGER	2. MEETING DATE: February 2, 2016
--------------------------------------------------------------------------------------	---------------------------------------------

3. REQUESTED MOTION/ACTION:
Adoption of Resolution 2016-04 to schedule a public hearing on Tuesday, March 8, 2016, at 9:00 a.m. for the closure of a portion of SW 123rd Avenue, a/k/a Palm Avenue and SW 122nd Terrace, a/k/a Walnut Avenue, located in Cedar Key Heights Subdivision by petitioners James G. Mason, II and Nancy K. Mason, and Robert E. Palmer and Jamie Palmer.

<p>4. AGENDA Presentation time requested</p> <p align="center"><u>15 minutes</u> (Request will be granted if possible)</p>	<p>5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes ___ No <u>X</u> <i>IF NO, STATE ACTION REQUIRED</i></p> <p>BUDGET ACTION: NONE FINANCIAL IMPACT SUMMARY STATEMENT: NOT APPLICABLE</p> <p>DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL ___ DATE _____</p> <p>FUNDING SOURCE: _____ ACCOUNT NUMBER: _____</p>
-------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Petitioners James G. Mason, II and Nancy K. Mason, and Robert E. Palmer, and Jamie Palmer have submitted a petition for the vacation, abandonment and closure of that part of SW 123rd Avenue, a/k/a Palm Avenue, from the South right of way line of SW 77th Place, a/k/a Seventh Street, Southward to the North right of way line of SW 78th Lane a/k/a Suwannee Blvd., lying between Blocks 111 and 112, and that portion of SW 122nd Terrace, a/k/a Walnut Avenue, from the South right of way line of SW 77th Place, a/k/a Seventh Street Southward to the North right of line of SW 78th Lane a/k/a Suwannee Blvd., lying between Blocks 112 and 113, all in Cedar Key Heights Section B Subdivision. The public hearing to consider the road closing is requested to be scheduled Tuesday, March 8, 2016 at 9:00 a.m. or as soon thereafter as possible to be heard.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR YES ___ NO ___	OTHER YES ___ NO ___	OTHER YES ___ NO ___	OTHER YES ___ NO ___	REVIEW ONLY COUNTY ATTORNEY YES <u>X</u> NO ___	COUNTY COORDINATOR YES ___ NO ___
				AMO 1-26-16	

8. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED DATE TO BRING BACK: _____
 OTHER SPECIFY: _____

**RESOLUTION
NUMBER 2015-53**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, TO ADVERTISE THE HEARING FOR THE VACATION, ABANDONMENT, AND CLOSURE OF PORTIONS OF SW 123RD AVENUE, A/K/A PALM AVENUE, AND SW 122ND TERRACE, A/K/A WALNUT AVENUE, LOCATED IN CEDAR KEY HEIGHTS SECTION B SUBDIVISION, IN LEVY COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners of Levy County, Florida ("the Board"), desires to consider the vacation of portions of public roads in Levy County, Florida; and

WHEREAS, the roadways sought to be vacated, abandoned and closed are described as: That portion of SW 123rd Avenue, a/k/a Palm Avenue, from the South right of way line of SW 77th Place, a/k/a Seventh Street, Southward to the North right of way line of SW 78th Lane, a/k/a Suwannee Blvd., lying between Blocks 111 and 112, and that portion of SW 122nd Terrace, a/k/a Walnut Avenue, from the South right of way line of SW 77th Place, a/k/a Seventh Street, Southward to the North right of way line of SW 78th Lane, a/k/a Suwannee Blvd., lying between Blocks 112 and 113, all in Cedar Key Heights Section B Subdivision, Plat Book 2, Page 16 in the public records of Levy County, Florida; and

WHEREAS, it has been represented to the Board that the closing and abandoning of the above-described roadways will not adversely affect the ownership or right of convenient access of any property owner in the immediate area with the applicant's offer of Unity of Title documents to preserve convenient access to all affected parcels.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Levy County, Florida that a public hearing on the proposed closing of the above-described roadways in Levy County, Florida, be scheduled for Tuesday, March 8, 2016, at 9:00 A.M., or as soon thereafter as it may be heard, and that proper legal notice of said hearing be published according to the laws of the State of Florida.

PASSED AND DULY ADOPTED this 2nd day of February, 2016

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

John Meeks, Chairman

ATTEST:
Clerk of the Circuit Court
and Ex Officio Clerk to the Board
of County Commissioners

Danny J. Shipp, Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Anne Bast Brown

Anne Bast Brown, County Attorney

z:\res\mason-palmer_sw123 ave_initial.res
LR2015-109

NOTICE OF INTENT TO CONSIDER VACATING PUBLIC ROAD

NOTICE IS HEREBY GIVEN that the BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, will consider at its regularly scheduled meeting on Tuesday, March 8, 2016, at 9:00 a.m. in the County Commission Room in the Levy County Courthouse, Bronson, Florida, the vacation, abandonment and closing of portions of roadways described as: That portion of SW 123rd Avenue, a/k/a Palm Avenue, from the South right of way line of SW 77th Place, a/k/a Seventh Street, Southward to the North right of way line of SW 78th Lane, a/k/a Suwannee Blvd., lying between Blocks 111 and 112, and that portion of SW 122nd Terrace, a/k/a Walnut Avenue, from the South right of way line of SW 77th Place, a/k/a Seventh Street, Southward to the North right of way line of SW 78th Lane, a/k/a Suwannee Blvd., lying between Blocks 112 and 113, all in Cedar Key Heights Section B Subdivision, Plat Book 2, Page 16 in the public records of Levy County, Florida and more particularly described in records available at the County Road Department at 620 North Hathaway Avenue, Bronson, FL, and the office of the Board of County Commissioners at 355 South Court Street, Bronson, FL.

Any persons interested in being heard concerning the vacation, abandonment and closing of the above-described roadway are encouraged to attend the meeting.

John Meeks, Chairman,
Board of County Commissioners

Pub. Feb. 25, 2016

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION: Planning- SHIP

2. MEETING DATE:
February 2, 2016

3. REQUESTED MOTION/ACTION:

A motion to approve Deferred Payment Loan Agreement Mercedes Williams-PA #531

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes X No ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION: NONE

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL ___ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

A motion to approve Deferred Payment Loan Agreement for Mercedes Williams-PA #531 in the amount of **\$20,000.00** for an existing unit in Chiefland, FL 32626 property address 6391 NW 150th Street, Chiefland, Florida 32626.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <u>X</u> NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <u>X</u> NO	YES ___ NO
				RAB 1-27-16	

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

LEVY COUNTY DEFERRED PAYMENT LOAN AGREEMENT

THIS AGREEMENT, MADE THIS _____ DAY OF _____, 2016, BY AND BETWEEN Mercedes Lynn Williams, a single woman, OF LEVY County, Florida, hereinafter referred to as "Owner", and Levy County, a political subdivision of the State of Florida, hereinafter referred to as "County", pursuant to County's Down Payment/Closing Cost and Rehabilitation Assistance Program, hereinafter referred to as "DCCRAP", relates to the real property lying in the County of Levy, Florida, described as follows (herein "the property"):

LEGAL DESCRIPTION:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 2, Township 11 South, Range 14 East, Levy County, Florida; thence run West along the South line of said Southwest Quarter of the Southeast Quarter, 420 feet to establish the Point of Beginning; thence continue West along said line, 210 feet; thence run North 420 feet; thence run East 210 feet; thence run South 420 feet to the Point of Beginning.

LESS AND EXCEPT the South 25 feet thereof conveyed to the Board of County Commissioners of Levy County, Florida, for public road purposes.

WITNESSETH:

WHEREAS, County has set-aside housing assistance funds under its DCCRAP which was prepared for County's participation in the State Housing Initiative Partnership (herein "SHIP") Program, in compliance with Part VI, Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code; and

WHEREAS, Owner proposes to finance either a portion of down payment or closing cost payments associated with the purchase of the above-described property, or both, with the proceeds of a Deferred Payment Loan made pursuant to this Agreement and made available under said DCCRAP (herein "DPL");

NOW, THEREFORE, in consideration of the covenants contained herein, it is agreed:

1. The principal amount of the DPL is Twenty Thousand Dollars (\$20,000.00). County will provide the principal amount of the DPL to the seller at the closing of the purchase of the property. The DPL funds will not be provided directly to the Owner.
2. There will be no interest due on the DPL, except as otherwise provided in this Agreement.
3. County will require repayment of the principal amount of the DPL if Owner fails to abide by any of the following provisions of this Agreement:

- a. Owner must continue to own the property and not transfer any of Owner's interest in the property for a minimum of ten (10) years from the date of execution of this Agreement by all parties to this Agreement (hereinafter "the Effective Date").
 - b. Owner must occupy, establish and use the property as Owner's principal residence and continue to occupy said property for ten (10) years after the Effective Date.
 - c. Owner must maintain the residence in conformance with all local building, zoning and other applicable ordinances or codes for ten (10) years beginning with the Effective Date.
4. County agrees to forgive the DPL after ten (10) years from the Effective Date; provided that all of the following requirements have been met: (a) the home located on the property remains occupied by Owner for such ten (10) year period; (b) Owner has continued to own the property and no interest in the property of Owner has been transferred during such ten (10) year period; and (c) Owner honors all requirements of this Agreement, of any promissory note provided by Owner to County in connection with the DPL or with the property, and of any mortgage entered into by Owner for the benefit of County that uses the property as security for the DPL or for any such promissory note.
5. If Owner violates this Agreement by selling the property or by the transferring of any of Owner's interest in the property by whatever means, prior to the expiration of the ten (10) year period provided in this Agreement, then the DPL principal amount shall be recaptured and the entire principal of the DPL shall be due within thirty (30) days of the date of the sale of the property by Owner, or within thirty (30) days of the date of transfer of any of Owner's interest in the property, whichever is applicable, and such amount shall be returned to County within such thirty (30) days. If Owner fails to occupy the home located on the property as Owner's primary residence prior to the expiration of the ten (10) year period provided in this Agreement, the entire DPL principal amount shall be due within thirty (30) days from the date that Owner fails to occupy the home located on the property as Owner's primary residence.
6. In the event that Owner is cited for violation of any local building, zoning or other ordinance or code, County will notify Owner to correct such violation(s) within thirty (30) days. If Owner does not correct such violation(s) within the time period stated, County will notify Owner by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice to Owner, Owner shall be required to pay County 1/120th of the principal amount of the DPL each month until said violation(s) are corrected. If Owner continues to fail to correct such violation(s) within a reasonable amount of time, not to exceed one hundred twenty (120) days, the entire principal amount of the DPL will be due and payable immediately upon the expiration of such one hundred twenty (120) days.
7. The entire principal amount of the DPL will be due and payable immediately if Owner is found to have given materially false or inaccurate information or statements to County (or failed to provide County with any material information) in connection with the DPL or the DPL application, including, but not limited to, representations concerning (i) Owner's occupancy

of the property as a principal residence or (ii) Owner's household income. The DPL application submitted by Owner is hereby incorporated by reference in its entirety.

8. This Agreement shall constitute a lien on the property in the amount stated in paragraph 1 above. Said lien shall be satisfied in full when Owner has complied with the provisions of paragraph 4 of this Agreement or when Owner has paid to County the total principal amount of the DPL.

9. If Owner violates any of the provisions of this Agreement but is unable to pay the total amount due when due, County may allow repayment of the amount due over a term not to exceed ten (10) years, at a yield of four percent (4%) interest per annum, calculated from the date the amount became due. Additional collateral may be substituted for the property or a notice of lien may extend the lien currently on the property.

10. If any of the provisions set forth in this Agreement are violated, and the lien created by such violation are in default for a period of thirty (30) days, County may enforce the lien by a suit in equity according to the provisions of the Florida Statutes or other applicable law and Owner shall be responsible for all costs incurred in such proceedings or in any proceedings Owner may pursue to enforce its rights under the terms of this Agreement, including reasonable attorney's fees. Failure of County to exercise any option or right provided under this Agreement, or at law or in equity, shall not constitute a waiver of such option on any subsequent occasions.

11. In addition to this DPL, Owner has obtained a mortgage loan (the "First Mortgage Loan") from F&T Mortgage, the ("Senior Lien holder"), which loan is secured by a first mortgage lien (the "First Mortgage") on the property. County acknowledges and agrees that this DPL Agreement, and the lien created hereby, is subject and subordinate in all respects to the liens, terms, covenants, and conditions of the First Mortgage Loan, and to all advances heretofore made, or which may hereafter be made, pursuant to the First Mortgage Loan, including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage Loan or for any other purpose expressly permitted by the First Mortgage, or (b) constructing, renovating, repairing, furnishing, fixing or equipping the mortgaged premises. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith.

In the event of a foreclosure of the First Mortgage any provisions herein or any provisions of any other collateral agreement restricting the Owner's ability to sell the property shall have no further force or effect. The lien of this DPL Agreement shall automatically terminate upon the Senior Lien holder's acquisition of title through a foreclosure of the First Mortgage; provided, however, that (i) County has been given thirty (30) days written notice of a default under the First Mortgage, and (ii) County has not cured the default under the First Mortgage within the 30-day period provided in such notice.

12. Owner shall keep any improvements to the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Senior Lien holder requires insurance. This insurance shall be maintained

for the full replacement value of such improvements and shall be kept in force during the ten (10) year term beginning on the Effective Date.

BY SIGNING BELOW, Owner and County accept and agree to the terms and covenants contained in this Deferred Payment Loan Agreement.

[Signature]
Owner

[Signature]
Witness Print Name: Robert N. Pillya

[Signature]
Witness Print Name: Jonathan M. Leftwich

Owner

Witness Print Name: _____

Witness Print Name: _____

STATE OF FLORIDA
COUNTY OF LEVY

Before me, the undersigned authority, this 15 day of January, 2016, personally appeared Mercedes Williams who acknowledge(s) before me that she (he/~~she~~/they) freely and voluntarily executed this Agreement for the purposes therein expressed.

[Signature]
Signature of Notary Public
(STAMP)

 NOTARY PUBLIC
STATE OF FLORIDA
JONATHAN M. LEFTWICH
MY COMMISSION # EE 158881
EXPIRES: April 7, 2016
Bonded thru Budget Notary Services

Personally known _____ or Produced I.D. X
Type of identification produced FL DL

Attest:  JONATHAN M. LEFTWICH
MY COMMISSION # EE 158881
EXPIRES: April 7, 2016
Bonded thru Budget Notary Services

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

Danny J. Shipp, Clerk of Court

[Signature], Chairman

Approved as to form and legal sufficiency:
[Signature]
Anne Bast Brown, County Attorney

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

LEVY COUNTY TRANSIT/CONNIE CONLEY-DIRECTOR

2. MEETING DATE:

February 2, 2016

3. REQUESTED MOTION/ACTION:

Board Approval on several aspects of termination of contract.

4. Agenda Presentation

Time Requested: _____

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES _ NO _ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL ___ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting approval to terminate contract with RouteMatch Software, current software provider with the Chair signing a letter to be drafted by the county attorney for termination. Requesting approval to waive any bid procedures with approval to contract with CTS Software. CTS will waive the costs of the software in the amount of \$54,720.00. Upfront costs to initialize CTS Software will be in the amount of \$7,800.00. CTS Software is comparable with RM Software however will provide a savings of approximately \$18,000.00 per year. Also asking approval for signature on a confidentiality agreement to review demonstration and related materials owned by CTS Software, Inc.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes <input checked="" type="checkbox"/> No	Yes ___ No	Yes ___ No	Yes ___ No	Yes <input checked="" type="checkbox"/> No	Yes <input checked="" type="checkbox"/> No

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Connie Conley

From: Logan Killian <Logan.Killian@routematch.com>
Sent: Wednesday, July 01, 2015 12:31 PM
To: Connie Conley
Subject: RE: yearly costs

Good afternoon Connie,

Below are your upcoming recurring fees for the following year.

Nature Coast Transit		
Invoice Date	Amount	Description
08/01/2015	6,300.00	R Hosting 10/15-09/16
10/01/2015	5,245.00	R Support 12/15-11/16
03/01/2016	11,529.79	R Support 05/16-04/17
03/01/2016	17,006.99	R Support 05/16-04/17
Total	\$ 40,081.78	

Current yearly costs for Route Match Software

Thank you,

Logan Killian
Staff Accountant
RouteMatch Software
Direct: (404)-835-6181
Logan.Killian@RouteMatch.com
www.RouteMatch.com

From: Connie Conley [mailto:conley-connie@levycounty.org]
Sent: Monday, June 29, 2015 10:09 AM
To: Logan Killian
Subject: yearly costs
Importance: High

Good morning Logan,

Would you please send me the contracted yearly amounts? I am working on my budget and need to have the correct amounts that are billed to us during the year.

Thank you for your help.

Connie

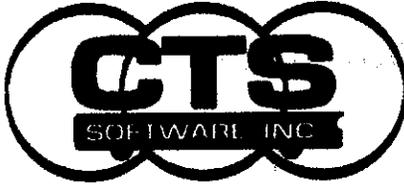
Connie Conley
Director
Levy BOCC/Levy County Transit
970A East Hathaway Avenue

General Notes and Assumptions

1. All pricing and information provided herein is based on information provide,
 - a. All prices are in US dollars.
 - b. Quote is valid for 60 days from the issued date and is completely confidential.
 - c. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the prime contractor.
 - d. The Products provided pursuant to any Purchase Order will be delivered to the Licensee.
 - e. Responsibility to all risk of loss to the Products, damage and need for replacement hardware will be with the Licensee.

2. The pricing provided assumes that CTS Software will provide:
 - a. All related software
 - b. Hosting services
 - c. Training
 - d. Ongoing Maintenance and Support

3. The pricing provided in this proposal assumes that the Licensee will provide:
 - a. Space, power, a network connection and any necessary IT installation and configuration for all required computer hardware.
 - b. A high-speed internet connection
 - c. Computer hardware
 - d. Tablet Hardware for *ParaScope* (Tablet, Power Supply, Protective Case and Mount)



Software that Works!

722 Cedar Point Blvd. Box 14, Cedar Point, NC 28584

1-877-453-5503

www.cts-software.com

CONFIDENTIALITY AGREEMENT

Date: _____

DEMO RECIPIENT:

Name: Levy County, Florida

Address: c/o Levy County Transit
970A East Hathaway Ave.
Bronson, FL 32621

Contact Person: Connie Conley

Title: Transportation Dept. Director

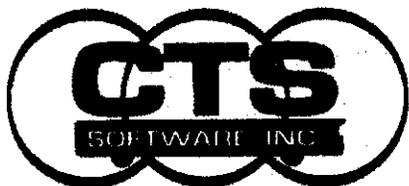
Phone Number: 352-486-3485

Email Address: conley-connie@levycounty.org

The demonstration Trip Master Enterprise Edition software and related materials (the "Demo Software"), is owned by CTS Software, Inc., a North Carolina corporation, ("CTS"). The program, including its code, documentation, appearance, structure and organization, is the exclusive proprietary product of CTS, and is protected by copyright and other proprietary laws.

Upon execution of this Confidentiality Agreement by an authorized officer, manager or partner of the above named Demo Recipient, CTS has agreed to deliver the Demo Software to the Demo Recipient for its sole and limited use in accordance with this Agreement without charge for such time as CTS deems adequate for evaluation.

The Demo Recipient acknowledges its understanding and agreement that the Demo Software shall be used solely for the purpose of determining the suitability and usefulness of the Trip Master Enterprise Edition software in the operation of Demo Recipient's business. It is understood and agreed that the



Software that Works!

722 Cedar Point Blvd. Box 14, Cedar Point, NC 28584

1-877-453-5503

www.cts-software.com

content and information in the Demo Software shall not be copied, summarized or duplicated in any manner, in whole or in part, and shall not be shared in any manner with any individual or entity other than the Demo Recipient's employee or employees who shall determine the suitability and usefulness of the Demo Software for its business. Demo Recipient agrees to exercise all necessary precautions to insure this Confidentiality Agreement is complied with by such employee or employees.

The Demo Software and access thereto may be recalled and revoked by CTS at any time, in CTS's sole discretion. In the event of such recall and revocation, the Demo Software shall be immediately returned to CTS and all content and information related to the Demo Software in the possession and/or control of Demo Recipient removed from its computer(s) and destroyed.

It is understood by Demo Recipient that a breach of this Confidentiality Agreement may cause severe financial loss to CTS and that CTS shall be entitled to all legal and equitable remedies under the laws of the State of Florida resulting from such breach, including the recovery of all expenses, costs and reasonable attorneys' fees.

In Witness Whereof, the undersigned has hereto caused this Confidentiality Agreement to be executed by its duly authorized officer, manager or partner, the day and year first above written.

DEMO RECIPIENT:

Levy County, Florida

By: _____

Name: John Meeks

Title: Chair, Board of County Commissioners

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY Anne Bast Brown
Anne Bast Brown, County Attorney

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

LEVY COUNTY TRANSIT/CONNIE CONLEY-DIRECTOR

2. MEETING DATE:

February 2, 2016

3. REQUESTED MOTION/ACTION:

Board Approval

4. Agenda Presentation

Time Requested: _____

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES ___ NO ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL _____ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting Approvals of Supplemental Joint Participation Agreement Number 1 for 5339 Grant and approval to expend the \$116,000.00 to purchase bus. Project description is amended in the Supplemental JPA for vehicle purchase from one 23' bus to one 28' bus.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes <input checked="" type="checkbox"/> No	Yes ___ No	Yes ___ No	Yes ___ No	Yes <input checked="" type="checkbox"/> No	Yes ___ No

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 1

725-030-07
PUBLIC TRANSPORTATION
12/14
Page 1 of 4

Financial Project No(s): 43757619415 <small>(item-segment-phase-sequence)</small> Contract No.: G0057	Fund: DU Function: 683 Federal No.: FL-34-0040 DUNS No.: 80-939-7102	FLAIR Category: 088774 Object Code: 780000 Org. Code: 55020202229 Vendor No.: F596000717001
Catalog of Federal Domestic Assistance Number: 20-506 CFDA Title: Bus & Bus Facilities	Catalog of State Financial Assistance Number: NA CSFA Title:	

THIS AGREEMENT, made and entered into this _____ day of _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Levy County Board of County Commissioners
Post Office Box 310, Bronson, Florida 32621
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 12th day of June 2015
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$116,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description: The project description is amended
capital award for vehicle purchase

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased/ decreased by \$0.00
bringing the revised total cost of the project to \$116,000.00

Paragraph 4.00 of said Agreement is increased/ decreased by \$0.00
bringing the Department's revised total cost of the project to \$116,000.00

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement December 31st, 2016

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No(s)
43757619415

Contract No. G0057

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated June 12th 2015 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

Levy County Board of County Commissioners

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

James M. Knight, P.E.

DEPARTMENT OF TRANSPORTATION

Urban Planning & Modal Administrator

TITLE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY Anne Bast Brown
Anne Bast Brown, County Attorney

Financial Project No(s) 43757619415

Contract No. G0057

Agreement Date _____

**ATTACHMENT "A"
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Levy County Board of County Commissioners
 Post Office Box 310, Bronson, Florida 32621

dated 6/12/2015

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

to change the vehicle description from a 23' bus to a 28' bus that will better serve the needs of Levy County.

I.	Project Cost:	As Approved	As Amended	Net Change
		\$116,000.00	\$116,000.00	\$0.00
	Total Project Cost	\$116,000.00	\$116,000.00	\$0.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$116,000.00	\$116,000.00	\$0.00
	Agency:	\$0.00	\$0.00	\$0.00
				\$0.00
	Total Project Cost	\$116,000.00	\$116,000.00	\$0.00

Comments:

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
ANNE BAST BROWN, COUNTY ATTORNEY (3389)

2. MEETING DATE:
February 2, 2016

3. REQUESTED MOTION/ACTION: Motion to approve Settlement Agreement between Plaintiff-Relator Jennifer Perez and defendant Stericycle, Inc. by accepting and depositing the State of Florida Expense Warrant in the amount of \$13,878.42.

4. AGENDA:
REGULAR (DEPT. OR TIME FOR ITEM)

PRESENTATION (TIME REQUIRED):

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES__ NO__ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES__ NO__
BUDGET OFFICER APPROVAL _____ DATE _____

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Pam Bondi, Attorney General for the State of Florida, provided Notice of Settlement of *United States of America et al. ex rel. Perez v. Stericycle, Inc.* in the United States District Court for the Northern District of Illinois relating to overcharges which may have been levied against Levy County through the use of impermissible fuel and energy surcharges. Levy County was identified as a local government entity that was entitled to participate in settlement proceeds. The acceptance and depositing of the State of FL Expense Warrant in the amount of \$13,878.42 will constitute the County's acceptance of the Settlement Agreement.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO__	YES__ NO__	YES__ NO__	YES__ NO__	YES X NO__	YES__ NO__
				AAB 1-15-16	

8. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

DATE TO BRING BACK: _____

SPECIFY: _____



15

STATE OF FLORIDA

**PAM BONDI
ATTORNEY GENERAL**

January 12, 2016

RECEIVED JAN 14 2016

VIA OVERNIGHT MAIL

Ms. Shelia Rees
Finance Director
Levy County
612 East Hathaway Avenue
Bronson, FL 32621

Notice of Settlement of *United States of America et al. ex rel. Perez v. Stericycle, Inc.*, Civil Action No. 1:08-cv-2390, United States District Court for the Northern District of Illinois

Dear Ms. Rees:

I am pleased to inform you of an October 8, 2015, multistate settlement of the above-captioned litigation. You are receiving this notice and payment because your organization has been identified as a local governmental entity that is entitled to participate in the settlement proceeds. Accordingly, I am happy to present the enclosed check for \$13,878.42 for your consideration.

This check constitutes your entity's pro rata share of the proceeds under a settlement agreement entered into by my office. The settlement is the result of a qui tam or False Claims Act lawsuit which alleged Stericycle, Inc. ("Stericycle") may have overcharged many governmental customers through the use of impermissible fuel and energy surcharges. Enclosed for your information is the complaint filed in the lawsuit and the settlement agreement.

While the lawsuit did not include local government purchases in Florida, my office asked that the settlement be expanded to provide relief to local governmental entities and Stericycle agreed to my request. In connection with the settlement discussions, Stericycle provided my office with purchase data for Florida local governmental entities. My office then used that purchase information and a common damage formula to determine the amount that each governmental entity would receive.

By accepting and depositing the enclosed check by February 29, 2016, you are consenting to the provisions of the enclosed Settlement Agreement, including the provision in Paragraph 7 of the Agreement. If you do not deposit the enclosed check by February 29, 2016, you will forfeit your pro rata share of the settlement proceeds.

While the ultimate decision must be made by your entity, my office believes that the settlement represents a favorable outcome. If you have any questions about this notice or the settlement terms, please feel free to contact the lead attorney in my office, Russell Kent, (850) 414-3854 or Russell.Kent@myfloridalegal.com.

Thank you for allowing me the opportunity to serve you.

Sincerely,

A handwritten signature in black ink that reads "Pam Bondi". The signature is written in a cursive, flowing style.

Pam Bondi
Attorney General

Enclosures

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVISE

FLAIR ACCOUNT CODE 41-742601001-41101000-00-31008400	OLO 410000	SITE 01	DOCUMENT NUMBER D6000327746	OBJECT 8600	DATE 01/07/16	PAYMENT NC 0615666
PAYMENT AMOUNT \$ 13,878.42						

AGENCY DOCUMENT NO
VM00059

LEVY COUNTY BOARD OF COUNTY COM
 LEVY BOARD OF COUNTY COMMISSION
 970 E HATHAWAY AV
 BRONSON FL 32621

PLEASE DIRECT QUESTIONS TO: (850) 414-3300, OFFICE OF ATTORNEY GENERAL- FINANCE & ACCOUNTING

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
STRICYCLE	\$ 13,878.42

RECEIVED JAN 14 2016
head

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

~~THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC.~~



FLAIR ACCOUNT CODE 41-742601001-41101000-00-31008400 SWDN D6000327746 ADN VM00059 OBJECT 8600 DATE 01/07/16 WARRANT NO 64-975 64-0615666-0 612
 OLO 410000 SITE 01 CONTACT (850) 414-3300 FOR PAYMENT QUESTIONS VOID AFTER 12 MONTHS

STATE OF FLORIDA
 DEPARTMENT OF FINANCIAL SERVICES

4-23 654 202
 AMOUNT

PAY
 THIRTEEN-THOUSAND-EIGHT-HUNDRED-SEVENTY-EIGHT & 42/100 DOLLARS

\$**13,878.42**

EXPENSE WARRANT

TO THE ORDER OF

LEVY COUNTY BOARD OF COUNTY COM
 LEVY BOARD OF COUNTY COMMISSION
 970 E HATHAWAY AV
 BRONSON FL 32621

TO: DIVISION OF TREASURY
 TALLAHASSEE

Jeff Atwater

JEFF ATWATER, CHIEF FINANCIAL OFFICER

49

RECEIVED JAN 14 2016
leg

SETTLEMENT AGREEMENT

This Agreement of Settlement ("Agreement") is entered into by and between Plaintiff-Relator Jennifer Perez ("Relator"), and defendant Stericycle, Inc. ("Stericycle"), through their authorized representatives. Relator and Stericycle are collectively the "Parties."

RECITALS

WHEREAS:

A. Stericycle, based in Lake Forest, Illinois, is a provider of regulated medical waste management services and pharmaceutical returns services to medical offices, hospitals, other health care providers, and other entities. Stericycle does or has done business with government customers at the federal, state, and local government level ("Government Customers").

B. Relator is an individual resident of the State of Illinois. On April 28, 2008, Relator filed a *qui tam* action in the United States District Court for the Northern District of Illinois captioned *United States of America ex rel. Jennifer D. Perez v. Stericycle, Inc.*, Case No. 1:08-cv-2390 (hereinafter referred to as the "Action").

C. On June 28, 2010, Relator filed an Amended Complaint adding the States of California, Delaware, Florida, Illinois, Indiana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Rhode Island, Tennessee, the Commonwealths of Massachusetts and Virginia, and the District of Columbia (except for New Hampshire and New York, "Government Entities") as plaintiffs and alleging claims for relief under the respective state false claims law on behalf of state and local governmental agencies, as applicable.

D. On July 23, 2013, Relator filed her Second Amended Complaint ("SAC") in which she alleged claims on behalf of the Government Entities. The SAC dropped any claims on behalf of the State of New Hampshire. The SAC alleges Stericycle improperly increased its

DK

service price to certain government customers, from January 1, 2003 until June 30, 2014, without consent of the Government Customers or contractual authorization, resulting in overpayment for products and services ("Covered Conduct").

E. Stericycle denies all allegations of wrongdoing in connection with the Covered Conduct, and this Agreement shall not be construed as an admission of any wrongdoing or liability by Stericycle.

F. Neither the United States, any State, or the District of Columbia has intervened in the Action.

G. Relator claims an entitlement to a share of the proceeds of this Agreement, the terms of which are incorporated in a separate agreement between Relator and the Government Entities, and to reasonable attorneys' fees, costs, and expenses under the federal False Claims Act and its state analogues.

H. The Attorneys General for the States of California, Florida, New Jersey and Rhode Island do not represent all governmental entities within their states under their respective false claims acts, including local governmental or political subdivision customers within their States, which were also allegedly affected by the Covered Conduct ("Affected Local Governmental Customers"). The Attorneys General of California, Florida, New Jersey and Rhode Island will provide effective notice of the Settlement to each Affected Local Governmental Customer pursuant to Paragraphs 8 and 9 of this Agreement.

NOW THEREFORE, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and the unique remedies and penalties exclusively available under the federal False Claims Act and its state analogues, and in consideration of the mutual promises and obligations of this Agreement, Relator and Stericycle agree as follows:

1. Stericycle agrees to pay \$26,750,000.00 ("Settlement Sum") plus \$1,750,000.00 ("Attorneys' Fees Settlement Sum"), for a total payment amount of \$28,500,000.00 ("Total Payment Sum"). Stericycle will pay the Settlement Sum to a third party as described below. The allocation of the Settlement Sum between the Government Entities has been determined by and among the Government Entities without any involvement by or input whatsoever from Stericycle or Stericycle's counsel. In addition, Stericycle alone agrees to pay the Attorneys' Fees Settlement Sum in full and final satisfaction of any claims by Relator and Relator's Counsel for reasonable expenses, attorneys' fees, and costs. The Total Payment Sum resolves any and all claims that were alleged on behalf of the Government Entities by Relator in the Action and Relator's claim for attorneys' fees, costs, and expenses under 31 U.S.C. § 3730(d) and analogous provisions of state False Claims Acts.

2. No later than fourteen (14) days after the Effective Date of this Agreement, Stericycle shall pay, pursuant to written instructions from Relator's counsel, the Settlement Sum to the third party administrator, Garden City Group, LLP. No later than fourteen (14) days after receiving payment of the Settlement Sum from Stericycle, Garden City Group, LLP shall distribute the Settlement Sum to the Government Entities pursuant to written instructions provided by the Government Entities. No later than fourteen (14) days after the Effective Date of this Agreement, Stericycle shall pay the Attorneys' Fees Settlement Sum to and in the manner directed by Relator's counsel.

3. Stericycle shall comply with all applicable state and/or federal laws, rules, and regulations as now constituted or as may hereafter be amended.

4. Relator affirms that this Agreement is fair, adequate, and reasonable under all the circumstances in accordance with 31 U.S.C. § 3730(c)(2)(B) and similar state statutes, and promises not to challenge the terms of this Agreement.

5. A stipulation of dismissal with prejudice will be filed, along with the Government Entities consent to dismissal, if so required, fourteen (14) calendar days after payment is received by all Government Entities pursuant to paragraph 2.

6. Other than payment of the Attorneys' Fees Settlement Sum, each party to this Agreement shall bear its own attorneys' fees and costs.

7. Subject to the other provisions and limitations set out in this Agreement and effective as of the receipt of the Total Payment Sum, Relator, on behalf of herself, and for her heirs, successors, attorneys, agents, and assigns, hereby agrees to and shall release Stericycle, and each of Stericycle's respective past and present affiliates, parents, subsidiaries, divisions, branches, departments, predecessors, successors, assigns, and the heirs, principals, employees, associates, owners, stockholders, devisees, agents, distributors, directors, officers, representatives, insurers, attorneys, and predecessors and successors in interest from any and all claims that she may have against Stericycle in her own right or that she brought in the Action for the Covered Conduct, including but not limited to claims under the federal False Claims Act, 31 U.S.C. §§ 3729-3733 and/or its state analogues.

In connection with the foregoing, Relator acknowledges that she is familiar with and hereby waives and relinquishes any and all rights and benefits she may have under the laws of any state, similar to and including Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing

the release, which if known by him must have materially affected his settlement with the debtor.

8. Within ten (10) business days of the Effective Date, Stericycle will provide the Attorney General's Offices in California, Florida, and New Jersey with sufficient contact information of presently-known government customers in the respective State to allow them to provide effective notice to each Affected Local Governmental Customer ("Contact Information"). Within 45 business days of the date by which the Attorney General's Offices in California, Florida, and New Jersey receive the Contact Information, the Attorney General's Offices in California, Florida, and New Jersey will provide to each Affected Local Governmental Customer its check along with a letter or other notification that contains the following language in boldface text: **"By accepting and depositing the enclosed check within 60 days of its issuance, you are consenting to the provisions of the enclosed Settlement Agreement, including the provisions in paragraph 7 of the Agreement. If you do not deposit the enclosed check within 60 days of its issuance, you will forfeit your pro rata share of the settlement proceeds."** Rhode Island has received the Contact Information from Relator's counsel and will provide to each Affected Local Governmental Customer its check along with a letter or other notification that contains the language cited above. Contemporaneous copies of the notification will be provided to Stericycle. Any amounts that an Affected Local Governmental Customer does not timely deposit under this paragraph shall be retained by the State where that Affected Local Governmental Customer is located.

9. Each Affected Local Governmental Customer in California, Florida, New Jersey and Rhode Island will have 60 days of the issuance of the check and letter or other notification described in the above paragraph, to review the Notification, seek additional information, if

needed, from the Attorney General's Offices in those states, and decide whether to consent to the settlement consistent with the terms set forth in paragraph 8 herein. An Affected Local Governmental Customer's failure to deposit the check within 60 days of its issuance will not result in any increase in the pro rata share of the settlement funds to which any other Affected Local Governmental Customer is entitled under the terms of this Agreement.

10. Subject to the other provisions and limitations set out in this Agreement and effective as of the receipt of the Total Payment Sum, Stericycle, for itself as well as for each of Stericycle's respective past and present affiliates, parents, subsidiaries, divisions, branches, departments, predecessors, successors, assigns, and the heirs, principals, employees, associates, owners, stockholders, devisees, agents, distributors, directors, officers, representatives, insurers, attorneys, and predecessors and successor in interest, does and hereby agrees to and does release Relator, her heirs, successors, attorneys, agents, and assigns from any claim (including attorneys' fees, costs, and expenses of every kind and however denominated) that Stericycle has asserted, or could have asserted, or may assert in the future against Relator and her heirs, successors, attorneys, agents, and assigns, including without limitation, claims related to the Covered Conduct and the investigation and prosecution thereof.

In connection with the foregoing, Stericycle acknowledges that it is familiar with and hereby waives and relinquishes any and all rights and benefits it may have under the laws of any state, similar to and including Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

11. Relator and her counsel agree that all documents, data, or other information

provided or produced to Relator by Stericycle in connection with or related to the Action, will be

(1) returned to counsel for Stericycle; or

(2) destroyed and Relator will certify in writing that all such information was destroyed;

within thirty (30) days of the dismissal of the Action.

12. Documents provided or produced by Stericycle to the States of North Carolina and Tennessee and the Commonwealths of Massachusetts and Virginia, will be treated as and kept confidential to the extent provided by law.

13. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

14. This Agreement is governed by the laws of the State of Illinois. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Northern District of Illinois.

15. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of each of the Parties.

16. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the person and entities indicated below.

17. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

18. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

19. This Agreement is binding on Stericycle's successors, transferees, heirs, and assigns.

20. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

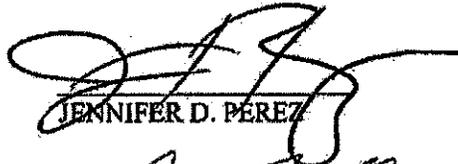
21. The Parties agree that either Party may disclose this Agreement publicly, but all other information related to this Action or this Agreement that has not been publicly filed or is not a matter of public record is confidential and may not be disclosed by either of the Parties for any reason, except as otherwise required by law or court order.

22. This Agreement is effective on the date the last party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement.

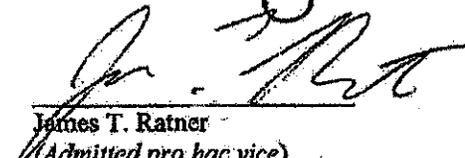
JENNIFER D. PEREZ

DATED: Oct. 6, 2015



JENNIFER D. PEREZ

DATED: October 5, 2015

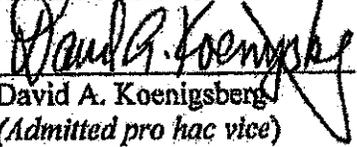


James T. Ratner
(Admitted pro hac vice)
P.O. Box 1035
Woodstock, NY 12498
Tel.: (845) 688-5222
Email: jamestratner@yahoo.com

DATED: Oct. 6, 2015

MENZ BONNER KOMAR &
KOENIGSBERG LLP

By:


David A. Koenigsberg
(Admitted pro hac vice)
John R. Menz
444 Madison Avenue, 39th Floor
New York, New York 10022
Tel.: (212) 223-2100
Email: dkoenigsberg@mbkklaw.com

DATED: 10/6, 2015

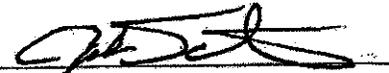

Michael C. Rosenblat
Michael C. Rosenblat, P.C.
707 Skokie Boulevard, Suite 600
Northbrook, Illinois 60062-2841
Tel.: (847) 480-2390
Email: mike@rosenblatlaw.com

*Attorneys for Plaintiff-Relator
Jennifer Pérez*

STERICYCLE, INC.

DATED: October 8, 2015

BY:

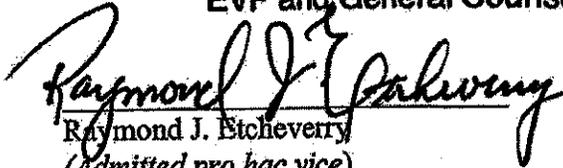

NAME:

John Schetz

TITLE:

EVP and General Counsel

DATED: October 8, 2015



Raymond J. Etcheverry

(Admitted pro hac vice)

Cory D. Sinclair (Admitted pro hac vice)

PARSONS BEHLE & LATIMER

201 South Main Street, Suite 1800

Salt Lake City, UT 84111

Telephone: (801) 532-1234

E-mail: REtcheverry@parsonsbehle.com

csinclair@parsonsbehle.com

and

Paul E. Chronis

Elinor L. Hart

Duane Morris LLP

190 S. LaSalle Street, Suite 3700

Chicago, Illinois 60603

Telephone: (312) 499-6700

Email: PEChronis@duanemorris.com

EHart@duanemorris.com

Counsel for Defendant Stericycle, Inc.